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LONDON, AUGUST 1, 1908.

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All letters intended for publication must be authenticated by the name of the writer.

Contents.

CURRENT TOPICS	698	NEW ORDERS	701
TRADE UNION FUNDS	697	OBITUARY	704
COKE UPON LITTLETON	698	LEGAL NEWS	704
CORRESPONDENCE	698	WINDING-UP NOTICES	704
CASES	698	CREDITORS' NOTICES	704
SOCIETIES	700	BANKRUPTCY NOTICES	704

Cases Reported this Week.

E. v. E.	699
Piggott v. Middlesex County Council	698
Rex v. Tate	699
Sarah Brook, Widow, Deceased, Re. Jones and Others v. Jones and Others	699
The Workmen's Compensation Act, 1906, In the Matter of. In the Matter of an Arbitration between Mrs. L. J. Cosens (Applicant) and Mrs. M. F. Rutherford (Respondent)	700

Current Topics.

The New Members of the Law Society Council.

THE RESULT of the voting for vacancies on the Council is the re-election of all the retiring members and the addition of five new members, of whom one, Mr. A. H. COLEY, is a Birmingham solicitor, and the rest are members of well-known London firms. We are glad to see that Mr. DOWSON (who was nominated by, among others, the President and Sir JOHN HOLLAMS) has been elected.

The Annual Provincial Meeting of the Law Society.

THE PRELIMINARY programme of this meeting, to be held at Birmingham, is printed elsewhere. It commences on the 30th of September, and includes among its attractions a banquet and receptions by the Vice-Chancellor of the Birmingham University (the brother of the President of the Law Society) and the Lord Mayor of Birmingham, and some attractive excursions. We look forward with interest to the President's address.

Long Vacation Business.

FOR SOME TIME past business in the Vacation Court has been somewhat slack. No one seemed to know whether this was due to diminution of litigation, or to the strictness with which the words "applications which may require to be immediately or promptly heard" were construed by the judge, or to the judge being sometimes unfamiliar with the greater part of the court business. The first half of the present Long Vacation will be a good test for deciding whether the decline of business (if it continues) is due to the first named cause, for the Vacation Judge during that period is one of the last to shirk work and one of the ablest in getting through it. Let us hope that when Mr. Justice EVE returns to his beloved van at the end of his term of office he may have shewn that, given a judge of the right sort, there will be no lack of vacation work.

The Commercial Court.

WHILE arrangements are being made to expedite procedure in the King's Bench courts, the Commercial Court, which is certainly not the least important, appears to have been overlooked.

A correspondent of the *Times* says that on the 23rd ult. Mr. Justice BRAY announced that the condition of business in that court is such that no hearing can be had for any case not already fixed for trial until January next. We hope there is some mistake in this statement, for it means that the tribunal has failed to carry out the main purpose for which it was constituted—namely, the speedy settlement of commercial disputes. If the statement is correct, there should surely be some inquiry as to the reason for the present state of things.

The Marathon Race.

SEVERAL indignant paragraphs have appeared in English and foreign newspapers complaining of the cruelty of those who invite runners to compete in a twenty-five mile race, and contending that if any one of the runners had died from exhaustion those who arranged the race ought to be responsible for his death. We can find no support for these views in any judicial decisions or in the text-books on the criminal law. It has been laid down that sports and exercises which tend to give strength, activity, and skill in the use of arms, and are entered into as private recreations among friends, such as playing at cudgels or foils, or wrestling by consent, are deemed lawful sports, and if either party happens accidentally to be killed in such sports, it is excusable homicide by misadventure. Few of the leading English games are wholly free from the risk of accident, and the line of demarcation between games which are, and games which are not, free from danger could not easily be drawn. Whether the law as to compensation for accidents could be extended so as to apply in some measure to those who take part in games and exercises is another question.

The New Scheme of Business in the King's Bench Division.

WE NOTICED last week (*ante*, p. 673) the new rules for the conduct of business in the King's Bench Division. The scheme for the distribution of business among the judges, which is intended to give effect to the rules, has now been issued, and we print it elsewhere. It is based partly upon the new circuit scheme recently published, and it will form, if it can be carried into effect, a complete guide to the movements in the King's Bench Division during the next legal year. The arrangement is far more complex than in the other divisions of the High Court, and it is obviously the outcome of a very minute review of the whole business of the King's Bench Division and of the judges and time available for the disposal of it. Whether this complexity is bound to continue for ever is another question, and that depends on whether the same judges must always do indifferently London and provincial, and civil and criminal work. In the nature of things there seems to be no compelling necessity for this, but that question can wait. Separate lists are published so as to shew the effect of the scheme as regards London business. There are to be sitting continuously in London throughout the year, two special jury, two common jury, and two non-jury courts, the Commercial Court, and a Divisional Court. It will be remembered that the new rules contemplate that lists of actions shall be assigned to particular judges to whom interlocutory applications in these actions will be made. Each list ought to have a single judge, but this is a counsel of perfection, and we presume that lists will be made out for the above six courts. These, however, are so arranged as to change the judge for the particular court or list as little as possible. Thus Special Jury Court L will be entirely in charge of GRANTHAM and PHILLIMORE, JJ., for the year. But this is the most favourable case. In other courts the number of judges in the course of the year will be three or more. BRAY, J., will have the Commercial Court during the first half of the legal year—to March 20, 1909—and PICKFORD, J., afterwards. It does not appear what is to happen in the event of any judicial vacancies arising. Apparently the new judge will fill the particular vacancy. Much shifting about would spoil the scheme. As it stands, the scheme appears to be a carefully thought out effort to deal with the long standing trouble of uncertainty and delay in the trial of actions.

It does not seem to mention who is to be the interlocutory judge.

Wigs and Gowns.

THE QUESTION whether solicitors shall wear wigs is rapidly becoming a burning question—at least so we gather from the letter of our correspondent, "Advocate," which we published last week. Some degree of warmth is perhaps natural and excusable in a person smarting under a sense of denial of his rights and his headgear, but we deprecate the somewhat threatening attitude which "Advocate" takes up with regard to the Council of the Law Society, who are apparently doing their best in the matter. We think it is going too far to say, in effect, "Perish the Council rather than solicitors should go wigless." After all, it is easy to attach too much importance to the wearing of wigs. It is only a fashion, or at most a convenient symbol; and though the practice is a very ancient one—going back to 1500 B.C.—it does not appear at any time to have had any deep significance. There is no sanctity about wigs. Indeed, TERTULLIAN, and other early Church fathers, denounced wigs "as of the devil," though they were subsequently adopted as professional attire in the seventeenth century. The reign of Queen ANNE saw the apotheosis of the English wig, and it is never likely to regain its former popularity. Indeed, it is safe to say that the wig is on the wane. It seems, therefore, somewhat late in the day to advocate an extension of its use. Moreover, the suggestion is a little ill-timed, for in these dog days everyone who has to be in court is far more inclined to doff his coat than to don a wig. When the matter came before the annual meeting of the Law Society, one reason, if not the main reason, put forward for wearing wigs was to prevent confusion between solicitors and the usher of the court, the gown of the solicitor being so very like that of the usher. But this is an objection to the wigless gown which can easily be got rid of by the simple expedient of disrobing the usher. We have never quite been able to understand why an usher should wear a gown, which is more or less an academical garment, and it would be an easy matter to devise a more appropriate and distinctive costume for the usher. The question is of some importance and difficulty, and we shall look forward with interest to the decision of the Council, to whom the matter has been referred. In the meantime we commend the views put forward by Sir ALBERT ROLLIT at the meeting, when he said: "The subject, after all, reduced itself to a practical question, was it upon the whole more conducive to the comfort of the advocate to wear a wig or not?" But in that way the question answers itself, for however much a wig may add to the dignity of the profession, surely no one will be found to say that it is conducive to the comfort of the wearer.

Liability of Master for Wrongs Committed by Servant.

THE CASE of the liability of a master for the wrongful act of his servant committed in the course of the employment frequently raises difficult questions; but the test of liability appears to be whether the servant was acting for the supposed benefit of his master, or only for his own private ends, and this was the test which was applied by WALTON, J., in the recent case of *Malcolm, Brunner & Co. (Limited) v. Waterhouse & Sons* (*Times*, 27th ult.). The plaintiffs, who were dealers in cotton cake, employed the defendants as their selling brokers. The plaintiffs had accepted from an Egyptian company an offer of 2,500 tons, at £4 15s. a ton. One WARD was the representative of the defendants' firm, and was endeavouring to dispose of the goods, but he could only get an offer of the same price. His instructions were not to let the offer slip, but to try to get a better one. The position was difficult, for, according to the custom of the trade, if WARD tried to get a better price out of the intending purchasers they were entitled to declare their bid off. As a matter of fact, he played with the bid too long, the market went down, and ultimately the cake had to be sold at a loss. But in the hope of retrieving the position, he concealed the facts from the plaintiffs, and led them to believe that the original offer was still open. They sought to recover the loss from WARD's employers and succeeded. Although his

conduct was wrongful, yet he was acting throughout in the course of his employment and in the supposed interest of the defendants. He was not merely serving his own private ends. The case seems to fall within the authorities, which have settled that this must be the dividing line. "The general rule," said WILLES, J., in *Barwick v. English Joint Stock Bank* (L. R. 2 Ex. 359), "is that the master is answerable for every such wrong of the servant or agent as is committed in the course of the service and for the master's benefit, though no express command or privity of the master be proved." And that, in order to establish liability on the part of the master, the wrong must have been done for his benefit was recognized in *British Mutual Banking Co. v. Charnwood Forest Railway Co.* (18 Q. B. D. 714). On the other hand, if the agent commits the wrong for his own private ends, then, as it was put by COLLINS, M.R., in *Cheshire v. Bailey* (1905, 1 K. B. 287), he severs his connection with his master and becomes a stranger, and the master is not liable. In the present case the result of these authorities, in the opinion of WALTON, J., was to make the defendants liable for the loss which the conduct of the servant WARD had caused to the plaintiffs.

The Delays and Difficulties of Dealings in Consols

IN AN article in a recent issue of the *Economist* urging that measures should be enacted to facilitate the purchase of Consols by persons in modest circumstances, the writer draws attention to the existing practice in relation to dealings in the English funds with which solicitors are tolerably familiar, but which is not so well known to the general public. "To buy or sell Consols the proprietor must either attend personally in London or Dublin or find an attorney to attend for him. The deed appointing the attorney must be prepared by the bank, stamped with ten shillings, and executed with more formalities than a deed. There must be two witnesses, though one suffices for a deed; there are elaborate rules as to their social status, and they must sign their full names, addresses and occupations, the last being a frequent source of difficulty. No one, except perhaps a lawyer, can imagine how difficult it is for people in humble circumstances to understand and comply with the requirements of the bank. To summarize: (1) the name of the vendor must be written in the bank books either by the owner or by a specially appointed attorney; (2) the bank gives no certificate; (3) transfers must be made at the bank personally or by specially appointed attorney; (4) unclaimed dividends are allowed to accumulate for ten years. No notice is sent to the holder, and eventually the stock and dividends are appropriated to the dormant funds account. This is in contrast with the practice in the case of ordinary joint stock companies, where the transfer is by deed, a certificate is given to the holder, and the dividends are paid by cheque through the post." We cannot but agree with the writer in thinking that the time has come when the procedure of the larger public companies with regard to the transfer of stock and the payment of dividends might be adopted in the case of the purchase and transfer of Consols, and that it would be an additional benefit if the Government were authorized to issue bonds to bearer for a small amount with coupons for interest attached.

Assistant Masters.

A BILL has been introduced in the House of Lords by EARL BEAUCHAMP, with the object of putting the status of assistant masters in endowed schools on a definite and satisfactory basis. It will be remembered that the legal position of assistant masters in such schools was considered by the Court of Appeal in the recent case of *Wright v. Marquis of Zetland* (1908, 1 K. B. 63). There a scheme, made under the Endowed Schools Act, 1869, provided that the foundation should be administered by a body of governors who should appoint the head master of the school, and that the head master should have the sole power of appointing, and might at pleasure dismiss, all assistant masters in the school. A master, who had been dismissed by the head master without notice, brought an action for wrongful dismissal against the governors, and it was found by the jury that a custom existed entitling assistant masters in endowed schools to

a term's notice. It was held by the Court of Appeal, affirming LAWRENCE, J., that such a custom was excluded by the terms of the scheme, and that in any case the action did not lie against the governors. It is now proposed to overrule this decision on both points. With regard to the employment of assistant masters, clause 1 (1) of the Bill provides that "notwithstanding anything contained in any scheme made with reference to an endowed school, any master in the school, by whomsoever appointed . . . shall be deemed to be in the employment of the governing body for the time being of the school." With regard to notice of dismissal, it should be observed that section 22 of the Endowed Schools Act, 1869, requires that every scheme shall provide for the dismissal "at pleasure" of every teacher and officer in the school to which the scheme relates. That such an oppressive provision ever came to be inserted is a matter for wonder. Clause 1 (2) of the Bill declares that, notwithstanding section 22, any provision in any scheme providing for notice to a master before dismissal shall have full effect; and sub-clause 3 provides that, subject to special provisions as to notice in the particular scheme, a master in an endowed school can only be dismissed at the end of a term and after two months' notice given to him by or on behalf of the governing body; with a saving of the right to dismiss without notice for misconduct or other good and urgent cause assigned at the time of dismissal.

Insanity as Defence to a Charge of Murder.

THE SUMMING-UP of BIGHAM, J., at the Leeds Assizes upon the trial for murder of JAMES JEFFERSON has again aroused the controversy between the medical and legal professions as to what are the proper questions to be submitted to the jury when a person afflicted with insane delusions respecting one or more particular subjects or persons is charged with the commission of crime (murder, for instance) and insanity is set up as a defence. The details of the murder were of a shocking character, and it is unnecessary to refer to them, except for the purpose of stating that the woman murdered appears to have been wholly unknown to the prisoner. The defence was insanity, and two medical men who were called at the trial gave evidence as to delusions under which prisoner was suffering. He believed that certain relatives wished to murder him; that his brother was the late CHARLES PEACE, who would murder him; that he heard voices calling him a thief, and that the policeman who took him to prison had proposed to kill him on the ground that he would not feel it. In answer to questions from the learned judge, they stated that in their opinion the prisoner knew that he was killing the woman, and that although he knew he was doing wrong, he had an idea that he was getting rid of a persecution, which would overpower his sense of the wrongness of the act. In summing up, BIGHAM, J., told the jury that if the prisoner knew that he was doing wrong, it did not matter that he did not know how wrong; that if he knew he was doing wrong hallucinations and delusions did not matter, that a man in the condition of one commonly called a lunatic might be guilty of murder; that it was for the prisoner to satisfy them beyond all reasonable doubt of his own insanity, and that if he knew he was doing wrong it did not matter how insane he was, he should be found guilty. The jury found the prisoner guilty and he was sentenced to death. We cannot find in these instructions to the jury anything which is inconsistent with the law as laid down in *Macnaghten's case* (10 C. & F. 200) and in the leading text-books on criminal law. The jury, and not the judge, have the duty of deciding whether the defence of insanity has been proved. But it is quite possible that the Executive, thinking that the delusions with which the prisoner was undoubtedly affected may have incapacitated him from forming a calm estimate of the moral character of his act, may consider that the case is not one for the infliction of the punishment of death.

The Law of Murder.

A BILL, under the title of the Law of Murder Amendment Bill, has been introduced in the House of Commons by MR. GEORGE GREENWOOD for the purpose, it is stated in the prefatory memorandum, of carrying out "the recommendation of the Royal Commissioners on Capital Punishment who reported in

1866 that the crime of murder should be divided into two classes or degrees, with the view of confining the punishment of death to the first or higher degree." The Bill also makes further provision in the case of suicide and infanticide. Clause 1 gives the jury the option of returning a verdict of murder of the first or second degree, subject to the proviso that a verdict of guilty of murder of the first degree shall not be returned "unless the jury find as a fact that the homicide, which is the subject of the charge, was deliberately committed by the accused with express malice aforethought." Only in case of a verdict of guilty of murder of the first degree is sentence of death to be pronounced, and since the distinction is to carry this consequence it seems unfortunate that it cannot be expressed in less technical language than "with express malice aforethought." Clause 3 proposes to amend the law as to aiding and abetting suicide. The present law which treats this as murder is of course impossible to carry out, and a state of things which requires a judge to pronounce a sentence of capital punishment which there is no expectation of being inflicted is barbarous in the extreme. The same remark applies to infanticide, which is dealt with by clause 5. The Bill represents a very tardy instalment of reform in the criminal law, and, especially as regards the last offence, it is singular that the common humanity of judges and others responsible for the administration of the criminal law has not compelled a reform before now. But in one case, according to a paragraph in the papers this week, the officials have gone even further, and, in the case of a girl of nineteen, have fixed the date of the execution for August 11th. If this is due to the dilatory routine of the Home Office a singularly cruel farce has been enacted.

Signing a Wrong Will or Codicil by Mistake.

THE CASE of *Re the Goods of Fanny Deborah Meyer*, which was heard in the Probate Division a few days ago, was indeed a singular one. The testatrix and her sister, who resided together and were of the respective ages of 84 and 87 years, having made their wills in identical terms in each other's favour, gave instructions to a solicitor to prepare codicils for each of them, the codicils being, like the wills, in identical terms. The codicils were taken to their house and read over to them. The solicitor then left the room to fetch the attesting witnesses, and it would seem that in his absence the ladies exchanged codicils to see that they were identical, with the result that on the return of the solicitor each lady by mistake signed the codicil intended for the other. One of the sisters having died, there was a motion to admit the codicil which she had signed to probate. It was strenuously argued that her meaning was clear, and that the court would rectify the error in signing the wrong document, and allow the codicil to be proved in accordance with the instructions. But the words of the Wills Act, providing that no will shall be valid unless executed in a certain manner, exclude the probate of unexecuted instructions. The testatrix did not know and approve of the contents of the document which she signed, and it could not, therefore, be admitted to probate. Those who have given no attention to legal principles, and whose experience of mankind is limited, may imagine that a law could be easily framed which would protect the incautious from the consequences of an accident like that which we have described. But the difficulties in the way of an enactment by which a signature affixed to one document should in certain circumstances be treated as if it were affixed to another may be regarded as almost insuperable.

The German Scheme for the Appropriation of Motor Vehicles.

ENGLISH LAWYERS who read the particulars of the scheme of the German Government providing subsidies for the owners and manufacturers of motor-cars will be disposed to think that they are inconsistent with the principle that conditions cannot be attached to the sale of goods so as to bind any person to whom they are resold. The German War Office announces that it is prepared to enter into negotiations with motor-car manufacturers and private owners for subsidizing their vehicles, and that an annual payment of £50 per annum will be made to owners of

cars of a certain power who pledge themselves to maintain the cars on a war footing for a period of at least five years. There is also a purchase subsidy of £200 for each car upon its transfer to the Government in case of war, and a sale of a subsidized car in Germany is only permissible if the purchaser takes over the obligations into which the seller has entered with the War Office. The sale of a subsidized car beyond the limits of Germany is prohibited. We are not told whether a subsidized car is to bear any mark or inscription distinguishing it from other cars on the premises of the manufacturers, but it must be obvious that some such precaution is necessary. It is many years since Lord BLACKBURN, in his work on the Contract of Sale, after discussing the effect at common law of the assignment of a bill of lading, said that in general contracts do not by the law of England run with goods, and this principle has been fully recognized in the recent cases of *McGruther v. Pitcher* (1904, 2 Ch. 306) and *Tuddy & Co. v. Sterious & Co.* (1904, 1 Ch. 354). A government subject to military influences like that of Germany is not likely to have much regard for the refinements of law, and even in England the Army Acts impose penalties on those who purchase from soldiers military equipment or stores. But a scheme involving uncertainty as to the right to export or sell articles in ordinary use like motor vehicles would in a mercantile community be considered an unreasonable restriction of trade.

Action for Assuming the Name of the Plaintiff.

A CURIOUS case recently came before the Sheriff's Court at the Guildhall, Westminster, for the assessment of damages. The plaintiff, a commercial traveller, brought his action in respect of a false and malicious statement respecting him, which was alleged to have been made by the defendant. The action was undefended. It was stated that the plaintiff and defendant had once been friends, and that the defendant, having illicit relations with a young woman, gave her, as his own name, the name of the plaintiff. The result of this act of the defendant was that the girl took out a summons against the plaintiff as being the father of her child. At the hearing of the summons she was called, and being confronted with the plaintiff, discovered her mistake, and admitted that she had never seen him before; and the defendant afterwards admitted he was the father of the child. The defendant's assumption of the name of the plaintiff was in the circumstances equivalent to a charge of immorality against the plaintiff which would be actionable if it produced as its natural and necessary consequence some pecuniary loss to him. It appears to have been held in a case decided during the reign of JAMES I. that to say of a married man that he has "had two bastards and should have kept them" is not actionable, though it is averred that by reason of such words "discord arose between him and his wife, and they were likely to have been divorced." Whether a similar decision would have been given at the present day it is unnecessary to consider. In the case before the sheriff there was probably proof of pecuniary damage, and the jury were so far affected by the behaviour of the defendant as to award the plaintiff substantial damages.

Evidence of "Permission" to Enter a Tramcar.

SUPPOSE THE maximum number of passengers allowed on a tramcar to be fifty, and suppose the actual number actually carried at one particular moment to be sixty-five, what evidence would be required to prove that the conductor in charge of the car had "permitted" the extra fifteen passengers to travel on the vehicle? It is difficult to see how any other evidence could be required than the simple fact of the passengers being on the car, unless, indeed, the conductor himself first gave evidence to the effect that the extra fifteen passengers boarded the car in spite of his efforts to prevent them entering it. However, if any authority is wanted as to the sufficiency of the passengers' presence without further evidence of "permission," reference can now be made to a case decided by the High Court of Australia—*Kelly v. Wigzell* (5 Commonw. L. R. 126). The conductor of a tramcar in Brisbane was prosecuted for allowing sixty-five passengers to travel on his car when the proper number for the car was fifty, and the prosecution failed in the Queensland Court, partly on the ground that there was not sufficient evidence of "permission"—the

conductor being liable if he "permitted" overcrowding. On appeal to the High Court of Australia the decision below was reversed, and it was held that the mere fact of the passengers being on the car was in itself sufficient evidence that the conductor had "permitted" their presence.

Horne Tooke's Speech to the Jury on the Functions of the Judge.

IN AN article in the *Harvard Law Review* on "The Uniformity of Law as an American Ideal," the writer observes that in common law cases the Federal Courts have preserved the system of trial by jury substantially as it is used and practised in England. This system secures the dignity of the court and gives to the community the benefit of the experience and wisdom of the judge in guiding the jury to just results, and tends to provide and maintain a firm and steady administration of public justice. In some of the States the presiding judge in a jury trial is stripped of his common law power and is required to instruct the jury in writing, and only upon subjects upon which instructions are requested. Under this system the speech of HORNE TOOKE to the jury, intended no doubt as a studied insult to Lord KENYON, comes too near the truth. It will be remembered that in this speech HORNE TOOKE observed: "As for the judge and the crier, they are here to preserve order; we pay them handsomely for their attendance, and in their proper sphere they are of some use, but they are hired as assistants only; they are not, and never were intended to be, controllers of our conduct."

Trade Union Funds.

Two important decisions affecting trade union funds have been given recently, one by EVE, J., in *Cope v. Crossingham* (ante, p. 683), on the control of the head trustees of the union over the funds of a seceding branch, and the other by NEVILLE, J., in *Osborne v. Amalgamated Society of Railway Servants* (Times, 22nd ult.), on the application of trade union funds to finance the Parliamentary Labour party.

The former case related to a society called the Municipal Employees' Association which has a branch at Woolwich. This branch sympathized with the general secretary of the society who had been dismissed from office, and the members passed a resolution that, unless the secretary was reinstated, the branch should secede from the union, and the funds should be distributed among the members. EVE, J., had no doubt that under the rules the head trustees were interested in the proper application of the funds of the branch, and he held, also, that the proposed distribution of the funds among the members was *ultra vires*. But section 4 of the Trade Union Act, 1871, placed a difficulty in the way of giving effect to this view, a difficulty which is only partially removed by the somewhat subtle distinction set up by the House of Lords in *Yorkshire Miners' Association v. Howden* (1905, A. C. 256).

Apart from the Act of 1871, a trade union would, as was pointed out by JESSEL, M.R., in *Rigby v. Connol* (14 Ch. D. 482), be unlawful, and the members would have no rights under the union which they could enforce at law. Unions were legalized for the purpose of altering this state of things, and with a view to rendering certain claims arising in connection with them enforceable; but section 4 of the Act of 1871 forbade the courts to entertain "any legal proceeding instituted with the object of directly enforcing" certain specified agreements, including agreements for the application of the funds of the union "to provide benefits for members." The point established in *Howden's case* was that, where funds were applicable for the benefit of members, it was competent for the court, in a case where an improper application of the funds was in contemplation, to interfere to prevent such application. An action for this purpose, it was held, was not an action brought for the purpose of directly enforcing the agreement between the members, and, under such circumstances the court could make an order declaring the construction of the rule.

and could also grant an injunction against any proposed improper application of the funds being carried into effect.

In the present case EVE, J., acted upon this decision to the extent of declaring the proposed distribution of the funds of the branch among its members to be illegal; but as there was no immediate need for an injunction, he gave the plaintiffs liberty to apply as to that, and he held himself to be debarred by section 4 from making an order for payment of the branch funds to the head trustees. This he regarded as an enforcement of the rights of the members which was not sanctioned by *Howden's case*. In that case, it will be remembered, there was a dissentient minority consisting of Lords DAVEY and JAMES, and the case overruled the decision of JESSEL, M.R., in *Rigby v. Connol* as to the nature of a "direct" enforcing of an agreement. To declare the rights of the members in regard to the union funds, and to prevent any misapplication of them, goes far to enforcing the agreement between the members; and though this may be only an indirect enforcement, it is intelligible that the boundary would be passed if the court intervened to order the payment of the funds to trustees who would carry out the agreement.

In the action of *Osborne v. Amalgamated Society of Railway Servants* (supra) there was an important question as to whether the proposed application of trade union funds was proper. The rules provided for the establishment of a fund for the maintenance of Parliamentary representation. Each member was to subscribe 1s. 1d. a year towards the fund, and its object was "to provide for representation of railwaymen in the House of Commons as the annual general meeting may from time to time determine." The rules contained the provision: "All candidates shall sign and accept the conditions of the Labour party and be subject to their whip." At first sight, and having regard to modern developments in the personnel of the House of Commons, it is difficult to understand how it could be suggested that such a rule, and the establishment and administration of a fund under it, could be regarded as outside the proper objects of the society in question. With some ingenuity, however, it was contended that the fund did not contemplate Parliamentary representation in the interest of the society, but in the interest of the Labour party; and that that party had interests and objects which were inimical to trade unionism, and in particular it was objected that the ultimate goal of the Labour party was socialism.

This was a singular argument to present to the court, and it is not surprising that NEVILLE, J., rejected it. As he pointed out, it is impossible in exercising Parliamentary influence to labour for a single interest. Most legislative proposals affect a variety of interests, and it would be impossible for the members who were elected at the instance of a particular trade union to have regard only to the interests of such union. Moreover, as the learned judge observed, the position of the representative as a member of Parliament precludes the notion that he shall obey in all details the mandates of a particular section of the community. In theory at any rate, he has a duty which is above party, and the fact that the necessity for its performance is rarely realized should not prevent its recognition. The question to what party a trade union representative should attach himself is a question for the union to consider. Unless he attaches himself to some party he will for constructive legislation be useless, though he may sometimes make himself brilliantly effective by way of protest. In theory every member is independent, and votes according to his reason and his conscience. In practice, except on rare occasions, he votes with his party. Whether the ultimate aims of the party are politically good or bad must be immaterial as regards any legal question. No court can determine this, though NEVILLE, J., intimated that socialism would not render trade unions useless, but, on the contrary, would render them more distinctly political. Socialism is no more than universal officialism, and when it comes, all individuals will have to join in their own appropriate societies in order to maintain their rights against the State. But all this is a long way off, and meanwhile it is obviously impossible for the maintenance of a trade union Parliamentary representative out of union funds to be held illegal because he holds a mandate to support a particular party.

Coke upon Littleton.

How many lawyers, actual or prospective, nowadays really read Coke's Commentary upon Littleton's Tenures? One test of the waning popularity of this once indispensable book is the price at which it can be bought at the secondhand booksellers' shops. In the last fifty years the price has fallen to a third of what it was. No new edition has appeared since 1832, the date of the nineteenth edition, with Hargrave's and Butler's notes.

Modern researches have shewn that COKE was a good deal wiser in his views of the history of our law of real property than many writers and lawyers who followed him. He recognized, for instance, that the law of England on this subject had grown up without much, if any, help from the continental law of feuds. In a well-known passage of the Introduction to the thirteenth and following editions of the Commentary, BUTLER remarks on "the total silence of Sir EDWARD COKE on the general doctrine of feifs," and goes on to say: "Though so much of our law is supposed to depend upon feudal principles, he never once mentions the feudal law." The word "feudal" does not, indeed, seem ever to be used by COKE at all. In Coventry's Readable Edition of Coke upon Littleton (1830), 26, the expression "feudal incidents of wardship," &c., is used, but on turning to the text of COKE this is found to be an incorrect version, as the word "feudal" does not occur in the passage. That the omission of all express mention of feudal law is not accidental or unintentional on the part of COKE is shewn (if evidence be necessary) by at least one indirect reference to continental feudal law. At the very beginning of the Commentary (p. 16) he says, in speaking of the tenure of land in fee simple, "But though a subject hath not properly *directum*, yet hath he *utile dominium*." *Dominium directum* and *dominium utile* were terms invented by the later feudists to describe the rights of superior and vassal respectively, and are still terms of art in Scottish land law, where subinfeudation still exists in full vigour, though abrogated in England before the fourteenth century.

Notwithstanding the marked abstention of COKE from offering explanations of doubtful terms and obscure points of customary law by reference to the "general doctrine of feifs," writers and lawyers of the eighteenth century did not hesitate to search for and find what they conceived to be satisfactory explanations in the Books of the Feuds and similar books. In the words of the late Professor MAITLAND, "New justifications have to be found for the wisdom of the ancients," and 150 years ago the *Libri Feudorum* were more accessible than the Year Books. The word "seisin" has been said to be one of the most technical words of our law. Professor MAITLAND has shewn very clearly that in the days of COKE seisin simply meant "possession" of the kind which, in the absence of documentary title in another person, confers ownership, and this view has been judicially approved of, as holding good at the present day, by the Privy Council: *Perry v. Clissold* (1907, A. C. 73). But a far more elaborate explanation of the doctrine of seisin and disseisin was given by Lord MANSFIELD in *Taylor v. Horde* (1 Burr. 60, Sm. L. C.): "Seisin is a technical term to denote the completion of that investiture by which the tenant was admitted into the tenure, and without which no freehold could be constituted or pass," and a passage from the *Libri Feudorum* was cited; Lord MANSFIELD then went on to point out that the feudists considered seisin to be a kind of investing or clothing the tenant with the solemnities of the feudal tenure. It seems to most lawyers at the present day that all this elaborate argument from "feudal" law is quite unnecessary, and that seisin and disseisin can be explained by reference to English cases and English writers like COKE.

Owing to the English law of estates in land, it is possible, in thinking of property in land, to pay special regard either to the estate in the land as a sort of metaphysical abstraction, or to the land itself as a physical object. Now an attentive perusal of COKE's text will give the reader the impression that he primarily regarded the land itself as something owned, though owned for a certain estate or length of time. The same may be said of LITTLETON and also of BACON. These great lawyers paid less attention to the abstraction called the owner's estate than to the physical property itself. During the eighteenth century a change in the point of view seems to have taken place among legal writers, and greater attention is paid to the "estate" as an abstraction than to the "land" as a physical object. The latter half of the nineteenth century witnessed a return to the point of view of COKE, and the modern tendency, both in text writers and judges, is certainly to speak of land as a *res*, and leave out of sight as much as possible the notion of ownership for a time. This ten-

dency is illustrated particularly by cases of what are known as "horizontal" hereditaments—that is, cubic areas of land divided by horizontal as well as vertical boundary lines and planes. Among text books, Williams' Real Property may be cited as an illustration. The late Mr. JOSHUA WILLIAMS, Q.C., in 1845, arranged freehold estates in the order of (1) life estates, (2) estates in fee; the present editor has reversed this order, thus returning to the point of view of COKE, who, following LITTLETON, regarded the fee simple as the most important.

The whole policy of the Settled Land Acts is really a return to the older point of view—land first, and estates in it afterwards.

It seems certain that the reputation of Lord COKE as the greatest lawyer England has ever had will continue to be upheld as the generations of Englishmen pass on, and that many lawyers of the eighteenth century—as, for instance, BLACKSTONE—will more and more give place to their great predecessor.

Correspondence.

The Law Society.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It has often occurred to me that the Law Society might institute a Fellowship Degree to be obtained by examination. Such a degree could be on similar lines as the Fellowship of the R.C.S. and R.C.P. The degree would form a source of revenue as well as be a stimulant to the further study of practical law. Could we not without any trouble get such a provision (to enable the society to grant a fellowship) in our amended charter which the society is authorized to apply for?

The School of Law in London seems as far off as ever, and in my opinion will never come into being as long as the legal profession has two branches; that being so, why should not the Law Society encourage the further study of law by admitted men? Why should not the Law Society reward the best men in the same manner as medicine and surgery does?

This is not a party question or one of vested interest, and I am sure if a member of the Council would only bring the subject forward it would receive a fair amount of support, and would do more than anything else to encourage the young solicitor not to place his textbooks on one side on his admission, but to continue to still be a willing student of the law.

MEMBER OF THE SOCIETY.

CASES OF THE WEEK.

High Court—Chancery Division.

PIGGOTT v. MIDDLESEX COUNTY COUNCIL. Eve, J. 24th July.

LANDLORD AND TENANT—SEVERANCE OF REVERSION—SEVERANCE BY LAW—CONDITION OF RE-ENTRY—PUBLIC BODY—EXERCISE OF STATUTORY POWERS—BREACH OF COVENANT—ACTION FOR BREACH OR COMPENSATION—NOTICE OF BREACH—ACQUIESCENCE—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), ss. 10, 14.

The severance of a reversion before the Conveyancing Act, 1881, does not prevent the lessor from taking advantage of a condition of re-entry, if the severance is by compulsion of law, as, for instance, by a compulsory sale under the Lands Clauses Act.

Where a public body pulls down a house, part only of which it has acquired under its statutory powers, the owner of the remaining portion has a remedy by action, and is not compelled to resort to compensation under section 68 of the Lands Clauses Act.

Notices of breaches of covenants under section 14 of the Conveyancing Act, 1881, need not indicate what the lessee is required to do; it is sufficient if they specify the breaches complained of.

This was an action by a lessor for recovery of possession of land and cottages on the ground of breaches of covenants. By an underlease made in 1867 the lessee covenanted to keep the premises in repair, and to cultivate and use the land not built upon in a husbandlike manner. The head lease was subsequently surrendered, and the freehold became vested in the plaintiff. The defendants were assignees of the underlease. In 1906 the defendants, in exercise of their statutory powers, acquired the front part of the cottages for the purpose of widening the road. This necessitated the removal of the front part of the cottages, but, instead of doing this, they demolished the cottages altogether, and let the part not required for widening the road to a stone mason as a stone mason's yard. The plaintiff thereupon served the defendants with notices of breaches of the covenants to repair and to use the land in a husbandlike manner. The defendants did not comply with the notices or remedy the breaches, and the plaintiff accordingly

brought this action. The defendants contended that the action would not lie, the reversion being severed; that the plaintiff's only remedy was compensation under the Lands Clauses Act, and that the notices of breaches were insufficient, and therefore bad.

Evans, J., after stating the facts, said: Under those circumstances the present action was brought. To that action various defences have been raised, two of which are substantial and have caused me some anxiety. In the first place, it is said that the action cannot be maintained because the conveyance to the defendants operated as a severance of the reversion, and therefore the condition of re-entry is gone with the severance. On this point my attention has been directed to a passage in Coke upon Littleton, 215a, where it is said that upon severance of the reversion by the lessor the condition is destroyed. The question will soon become obsolete, since under the Conveyancing Act, 1881, a severance of the reversion does not destroy the condition of re-entry. In the present case the lease was made in 1867, and therefore the Conveyancing Act does not apply. What I have to decide here is whether a condition is destroyed by a compulsory purchase which severs the reversion. It is said that in this transaction the severance is an act in law, and therefore does not come within the rule laid down by Coke. There seems to be no direct authority upon the question what is an act in law. But it is said that any act done under statutory compulsion is an act in law. I think that is probably right. The true foundation of the rule is that the person who made the condition could not apportion it. The only authority bearing on the point is *Winter's case* (Dyer 308b), from which it appears that the real distinction is between a voluntary and involuntary act of the lessor. In the present case there can be no doubt that the severance was involuntary, and therefore the action can be maintained. The second defence was that what the defendants did was done in exercise or by reason of their statutory powers, and therefore the only remedy of the plaintiff was for compensation under section 68 of the Lands Clauses Act, and not by action. I cannot adopt that view. The defendants have misunderstood their rights. If, when the cottages were pulled down, the plaintiff had appealed to the court, no doubt an injunction would have been granted. What the defendants did was not done in exercise of their statutory powers over the land purchased by them, but over land in which they had no interest under the Act. The plaintiff deliberately elected to retain part of the cottages, and therefore he is not bound to resort to compensation. The third defence is that the notices specifying the breaches of covenants were insufficient, and therefore void. It was said that they did not sufficiently indicate what the defendants were required to do. But that was not necessary under the Conveyancing Act according to the authorities. The notices did sufficiently indicate what was complained of, and therefore they were valid. The last defence was that the plaintiff had acquiesced in the pulling down of the cottages. The answer to that was that the plaintiff rightly assumed the defendants, as a public body, were acting within their powers, and it not, that they would reinstate the premises. There would, therefore, be an order for delivery of possession to the plaintiff, for payment of mesne profits, and £100 damages.—COUNSEL, P. O. Lawrence, K.C., and Beebe; Jessel, K.C., and Timins. SOLICITORS, Francis T. Jones; Sir R. Nicholson.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

Re SARAH BROCK, WIDOW, DECEASED. JONES AND OTHERS v. JONES AND OTHERS. Gorell Barnes, P. 22nd July.

PROBATE—WILL AND CODICIL—ATTESTING WITNESSES—CROSS-EXAMINATION—PRACTICE.

Attesting witnesses to a will or codicil may be cross-examined by the party calling them, as they are the witnesses of the court.

Probate action arising out of the testamentary dispositions of the late Mrs. Sarah Brock, of Northwood, Staffordshire, who died on the 5th of May, 1907. The plaintiffs propounded a will and codicil dated respectively the 17th of December, 1903, and the 19th of February, 1906. The defendants did not contest the will, but alleged in their pleadings that the codicil was not duly executed according to the provisions of the Wills Act, 1837 (1 Vict. c. 26), not having been signed or acknowledged by the testator in the presence of the two attesting witnesses. The facts of the case are not necessary for this report, but in the course of the hearing the two attesting witnesses were called, who had previously made statements of the due execution of the document. In the witness-box they swore that when they signed they did not see the signature of the testatrix, and affirmed that in fact it was not on the paper. Counsel for the plaintiffs submitted that under the practice of the court attesting witnesses were not witnesses of either party, but the witnesses of the court, and that accordingly he was entitled to cross-examine them. The application was resisted by counsel for the defendants.

GORELL BARNES, P.—I rule that when a party is compelled to call the attesting witnesses to a will or codicil he may cross-examine such witnesses, as they are not the witnesses of either party, but of the court.

Accordingly, the witnesses were cross-examined, and in the result GORELL BARNES, P., pronounced for both the will and codicil, but allowed costs of all parties out of the estate.—COUNSEL, Barnard, K.C., and Grubb; Hayford. SOLICITORS, Taylor, Rowley & Co., for Hand & Co., Stafford; Purkis & Co., for Sward & Co., Hanley.

[Reported by DIGNY COLES-PARREY, Barrister-at-Law.]

E. v. E. Bargrave Deane, J. 24th July.

DIVORCE—UNCONDITIONAL AGREEMENT TO PAY ALLOWANCE TO GUILTY WIFE—DEED TO BE SETTLED BY REGISTRAR—FRESH TERMS INSERTED—SUMMONS TO JUDGE.

Where the terms of a deed are referred to the registrar for settlement, his decision is final, even though fresh terms, not included in the original agreement, are inserted.

Summons in chambers. It appeared that at the trial in December, 1906, of a husband's suit for divorce the wife withdrew her defence. The petitioner obtained a decree nisi, and undertook to allow the wife £100 a year, and to pay her costs. In case of dispute, the necessary deed was to be settled by the registrar. The parties having failed to agree the terms of the deed appeared before the registrar, who inserted a *dum sola et casta* clause. The wife appealed by summons.

BARGRAVE DEANE, J., held that the registrar's order was final, and that no appeal would lie, even though he (the learned judge) would have felt a difficulty in inserting terms not in the original agreement. By consent order the deed was to date back to the decree nisi on the 13th of December, 1906.—COUNSEL, Shearman, K.C., and Harvey Murphy; W. O. Willis. SOLICITORS, H. Douglas Brown; Bilbrough & Plaskitt.

[Reported by DIGNY COLES-PARREY, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. TATE. Lord Alverstone, C.J., and Ridley and Darling, JJ. 3rd July.

CRIMINAL LAW—EVIDENCE OF ACCOMPLICE—NO DENIAL OF OFFENCE WHEN FORMALLY CHARGED—CORROBORATION.

It is the universal practice of the judges to tell the jury that they ought not to return a verdict of guilty on the uncorroborated evidence of an accomplice, although there is no rule of law that the evidence of an accomplice must be corroborated.

On an indictment for sodomy the only evidence offered as corroboration of the testimony of an accomplice was the fact that when formally charged with the offence by the police the prisoner made no answer. The judge who tried the case did not warn the jury that they ought not to convict on the uncorroborated evidence of the accomplice.

Held, that the fact that the prisoner made no answer to the formal charge was not corroboration, and that as there was no corroboration of the evidence of the accomplice, and the judge had omitted to warn the jury in accordance with the usual custom, the Court would quash the conviction.

This was an appeal from a conviction for sodomy before Phillimore, J., at the Hampshire Assizes. A boy, seventeen years of age, the other party to the offence, gave evidence for the prosecution. He gave some evidence to the effect that he had endeavoured to resist the action of the prisoner. In summing up to the jury, Phillimore, J., said: "The prosecutor might have wavered as to how far he consented, and how far not, and it may be that the real truth is betwixt and between." On the hearing of the appeal, counsel for the prosecution did not contend that the boy was not an accomplice. It appeared from the evidence that when the prisoner was formally charged by the police he made no answer. In summing up to the jury, Phillimore, J., said: "Are you going to believe the bugler (the boy) or the prisoner? Your verdict depends upon which you believe," and he did not tell the jury that they ought not to convict the prisoner on the uncorroborated testimony of an accomplice. It was contended for the appellant that the learned judge ought to have so warned the jury, and that the appellant's silence when charged was no corroboration of the accomplice's evidence. For the Crown *Re Meunier* (1894, 2 Q. B. 415), *R. v. Stubbs* (1855, 25 L. J. M. C. 16), *R. v. Boyes* (1861, 1 B. & S. 311), and *R. v. Thistlewood* (1820, 33 Howell's State Trials, col. 921) were cited on the first point, and *R. v. Cramp* (1880, 14 Cox C. C. 390) on the second point.

The Court, whilst agreeing that there was no rule of law that the evidence of an accomplice must be corroborated, stated that they endorsed the universal practice of the judges in advising a jury not to convict a prisoner upon the testimony of an accomplice alone, and they referred to the passages in Taylor on Evidence (10th ed.), vol. 1, at p. 688, and in Russell on Crimes (6th ed.), vol. 3, at p. 646, on the question. They held that the fact that the prisoner answered nothing to the formal charge made by the police was no corroboration of the evidence of the accomplice, and as there was in fact no corroboration of that evidence, and the learned judge had not warned the jury not to convict the prisoner on the sole evidence of the accomplice, they thought there had been a miscarriage of justice, and they quashed the conviction.—COUNSEL, W. H. Nash; W. J. H. Brodick. SOLICITORS, Director of Public Prosecutions; Registrar of the Court of Criminal Appeal.

[Reported by C. G. MORAN, Barrister-at-Law.]

County Courts.

In the Matter of THE WORKMEN'S COMPENSATION ACT, 1906. In the Matter of AN ARBITRATION BETWEEN MRS. L. J. COZENS (Applicant) AND MRS. M. F. RUTHERFORD (Respondent). Marylebone, Judge Selfe. 16th July.

The applicant was the widow of a window-cleaner, who met his death from accident while cleaning the windows of the respondent's private residence.

His Honour Judge SELF, in delivering judgment, said: Again I have to consider the question of what is employment of a casual nature, but I do so with more certainty than upon the occasion of my decision in the case of *Hill v. Begg*. At any rate, my attempt to elucidate the question in that case has secured a pronouncement from the Court of Appeal which will be of extreme use in dealing with these cases as they arise in future. There are two points to consider in this case, (1) What was the relationship of the parties—whether that of master and servant or of principal and independent contractor? and if the former (2) Did the employment come within the category of employment of a casual nature? In the case of *Hill v. Begg*, one of the grounds of my decision was that there was a well-founded expectation by the workman of being employed whenever work was required to be done. I thought that there was sufficient continuity about the employment to take it out of the category of employment of a casual nature. The Court of Appeal held that I was wrong, and I, of course, am bound by that decision, and I am bound also to add that I agree entirely with it. There is a great distinction, however, between that case and the present one. There was nothing in the way of contract; there was only a well-grounded expectation of being employed when work was required to be done. Now in the present case we have distinct evidence that there was an arrangement with the deceased man that once a month he was to come and clean the respondent's windows and to keep them clean, subject to the exception that when the respondent was away and the house was shut up he would not be required. In these circumstances it appears to me that there was a contract for periodical employment. [His honour went on to give his reasons for holding that employment under a contract for periodical employment could not be employment of a casual nature.] However, what appears to be of more importance in this case is the other point taken by Mr. McCurdy, and which was not touched upon by the Court of Appeal in *Hill v. Begg*—the question whether the relationship was as between master and servant, or whether the contract was with an independent contractor carrying on business and doing this work as part of his business. Now I observed some comments on the case of *Hill v. Begg* in the legal papers in which the learned writers regretted this point was not dealt with in that case and a decision given upon it. But the Court of Appeal did not think it necessary to discuss that point, probably because they had dealt with the issue under another head. But it appears to me that, having regard to the view I take of this case, it is necessary for me to come to some conclusion upon this matter in the present case. The facts of the case are that the deceased described himself as "The Shepherd's Bush Window Cleaning Co." He had a certain amount of uniform proper to the character of a one-man company—that is to say, he clothed himself in garments, or at least one garment, bearing the initials of the company under which he worked. He had plant, as appears from Mrs. Rutherford's letter written on the occasion of his death, and which plant Mrs. Cozens now has. Furthermore, he carried on, besides the business of window-cleaning, other businesses, and, according to Mrs. Cozens' evidence, he occasionally employed assistance in these businesses. Lastly, the widow has, so far as she was enabled to do so, sold part of the goodwill of the business, and a sum of money has been paid to her as part of the purchase-money of the business. In these circumstances, it appears to me that the deceased man was not a servant, but that he was a contractor. He exercised freedom to a certain extent by coming to the work on days which suited himself, and he was not subject to the orders of a master or employer who might desire him to come when required. Very properly it was said that you cannot by estoppel shut out the widow, but it is a very important piece of evidence in this case that when the Workmen's Compensation Act of 1906 was passed a conversation took place between Mrs. Rutherford and Cozens about her liability, and he told her there was no occasion to trouble about that so far as he was concerned, because he was a company and insured himself. [His honour referred to *Vamplow v. Parkgate Iron and Steel Co.* (1903, 1 K. B. 851).] The proper inference, therefore, is that the man was a contractor and not a servant, and that he did not work under a contract of service, and I therefore give my award in favour of Mrs. Rutherford. Should an appeal against my decision be successful, I assess the compensation at £235.—COUNSEL, *Oliver; C. A. McCurdy.* SOLICITORS, *Oswald Hanson & Co.; Miles, Hair & Co.*

In a recent case before the Court of Appeal it was found that copies of the documents had not been supplied for all the members of the court, and the Master of the Rolls said that they had repeatedly endeavoured to impress upon solicitors the necessity of supplying sufficient copies of documents on appeals. They would have to consider seriously whether in a case in which three proper copies of documents were not furnished for the use of the court the defaulting solicitor should not be made to pay the costs of the day irrespective of the result of the appeal.

Societies.

The Law Society.

COUNCIL ELECTION, 1908.

Report of the scrutineers, to be presented at the adjourned general meeting of the society on the 27th July, 1908:—

We, the undersigned, the scrutineers duly appointed at the general meeting of the society held on the 10th day of July, 1908, to receive and examine the voting papers and to certify the result of the election of candidates for the Council, report as follows:—

The secretary handed to us on Friday, the 24th July, a box containing the voting papers, which he informed us had been placed in it as they were delivered, and they were opened and examined by us.

The first schedule hereto annexed contains particulars of the total number of voting papers received, and the number of papers rejected, and the grounds of rejection.

The second schedule contains particulars of the total number of votes given in favour of each candidate.

The third schedule contains the names of those candidates whom we find and certify to be duly elected.

The voting papers have been duly closed up under our seal, and will be retained by us for the period of one month after the election, when we shall destroy them, as provided by Bye-law 46.

24th July, 1908.

THE FIRST SCHEDULE REFERRED TO IN THE ANNEXED REPORT.

VOTING PAPERS RECEIVED, REJECTED, &c.

The number of papers received.....	3,971
of which there were—	
(a) Received after the prescribed date—	29
(b) Unsigned	13
(c) No name struck out	4

THE SECOND SCHEDULE REFERRED TO IN THE ANNEXED REPORT.

VOTES IN FAVOUR OF EACH CANDIDATE.

	Total Votes.
Henry Attlee	3,282
Charles Mylne Barker	3,314
Thomas William Bischoff	3,199
John James Dumville Botterell.....	3,137
Alfred Henry Coley	3,503
Frank Dawes	3,265
Walter Dowson	3,220
Frank Brinsley Harper	1,845
Thomas Marshall	3,644
Ernest Fitzjohn Oldham.....	3,250
William Worship Paine	3,344
Sir Albert Kaye Rollit	3,323
Richard Stevens Taylor	3,219
Arthur Wightman	3,673

THE THIRD SCHEDULE REFERRED TO IN THE ANNEXED REPORT.

NAMES OF CANDIDATES DULY ELECTED.

	Total Votes.
Arthur Wightman	3,673
Thomas Marshall	3,644
Alfred Henry Coley	3,503
William Worship Paine	3,344
Sir Albert K. Rollit	3,323
Charles Mylne Barker	3,314
Henry Attlee	3,282
Frank Dawes	3,265
Ernest Fitzjohn Oldham	3,250
Walter Dowson	3,220
Richard Stevens Taylor	3,219
Thomas William Bischoff	3,199
John James Dumville Botterell	3,137

(Signed) W. J. FRASER, Chairman.

" R. H. CHILLCOTT.

" G. E. C. MACONCHY.

" G. A. WHITFIELD.

" R. C. ATKINSON.

The Provincial Meeting of the Law Society.

I beg to inform you that the Council have accepted an invitation from the Birmingham Law Society to hold a provincial meeting this year in Birmingham. It will accordingly be held in that city on Wednesday and Thursday, the 30th September and 1st October next, and the proceedings will, it is expected, be as follows:—

TUESDAY, THE 29TH SEPTEMBER.—Visitors will arrive in Birmingham.

WEDNESDAY, THE 30TH SEPTEMBER.—Members will meet in the Council Chamber at 11 a.m., and the president of the Law Society will

then deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon, and will close at 4. After the meeting the vice-chancellor of the University, Alderman C. G. Beale, will receive the members at the new premises of the Birmingham University, Bournbrook, to take afternoon tea and inspect the buildings. Invitations will be sent to those members of the Law Society who are attending the provincial meeting. In the evening the Lord Mayor of Birmingham will hold a reception at the Council House.

THURSDAY, THE 1ST OCTOBER.—The meeting will be resumed at 11 a.m., when the reading and discussion of papers will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon as on the previous day, and will close at 4.30. In the evening there will be the banquet, which will be held at the Grand Hotel. Tickets will be 25s. each.

FRIDAY, THE 2ND OCTOBER.—Excursions are being arranged to Warwick and Kenilworth, Stratford-on-Avon, Worcester, Shrewsbury, and George Eliot's Country.

Arrangements are being made for members to visit public buildings, works, and other places of interest in the neighbourhood.

Some of the golf links in the neighbourhood will be available for a limited number of members.

Each member will be entitled to take a lady to the above excursions.

Should you propose to attend the meeting, I shall be obliged if you will signify your intention, on or before the 12th day of August, to Mr. Edward Evershed, Wellington-passages, Bennetts-hill, Birmingham, honorary secretary of the committee, stating whether you will be accompanied by a lady. The hon. secretary will then send you further particulars and information as to hotels.

The council will be glad to receive communications from members willing to read papers at the meeting.

Should you contemplate reading a paper, I am desired to ask you to let me know the subject of it on or before the 10th day of August. The council will then consider the subjects proposed, and select such as they consider are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the president of the Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the council to take the subjects of such resolutions into their consideration.

E. W. WILLIAMSON, Secretary.

The Medico-Legal Society.

The annual meeting of the Medico-Legal Society was held on the 22nd of July. From the secretaries' report it appeared that the membership had considerably increased during the past year, and that it now numbered 191.

The following officers were elected for the coming session:—President, Mr. Justice Walton; hon. treasurer, Mr. Walter Schröder; hon. secretaries, Mr. Digby Cotes-Predy (of the Inner Temple and Oxford Circuit) and Dr. W. A. Brand.

The chairman at the annual dinner which followed was Mr. Justice Walton, who was supported by Lord Justice Kennedy, Mr. Henry Morris, F.R.C.S. (President of the Royal College of Surgeons), Mr. Isaac Bradley (President of the Coroners' Society), Mr. R. D. Muir, Dr. F. W. Hewitt, M.V.O., and many members and their friends.

The Select Committee on the Trusts Bill, presided over by Mr. Phipson Beale, have, says the Parliamentary Correspondent of the *Times*, made an interim special report. It is understood that the Committee have gone through the Bill, with the aid of information kindly supplied by the draftsman of the Bill, in the form of copious notes of the enactments intended to be consolidated and of the judicial decisions establishing the case law as intended to be codified by the Bill, and also setting forth, amongst other quotations from authorities on jurisprudence and law, certain passages from text-books, which have been avowedly adopted as the basis of some of the clauses. The committee have made certain provisional amendments explanatory of their criticisms, which they desire to submit to the criticism of legal experts and practitioners before finally deciding upon amendments or reporting the Bill as amended. They have also added, by way of an appendix, the Bill as it would appear if so amended as a preliminary step. The clauses of the Bill which are directed to codification of case law will be set out in full in this report with the comments of the committee. It is understood that the committee have also adopted resolutions requesting the Attorney-Generals of England and of Ireland, the two countries affected by the Bill, to submit the report with the suggested amendments of the committee to the Judges and the recognised legal societies in England and Ireland that they may express their opinion on the proposed modifications. The Committee have adjourned until October, by which time it is hoped they will have received the expert opinions desired.

* The annual general meeting of the Solicitors' Benevolent Association will be held at the Council Chamber on Thursday, the 1st of October, at 10 a.m.

New Orders, &c.

High Court of Justice.

LONG VACATION, 1908.

NOTICE.

During the vacation up to and including Saturday, the 5th of September, all applications "which may require to be immediately or promptly heard," are to be made to Mr. Justice EVE.

COURT BUSINESS.—Mr. Justice EVE will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, the 5th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judges' papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency, to the judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Justices JOYCE and EVE will be open for vacation business on Tuesday, Wednesday, Thursday and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice EVE will, until further notice, sit for the disposal of King's Bench business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Thursday, the 6th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the registrar, at the Principal Probate Registry, Somerset House, every day during the vacation at 11.30 (Saturdays excepted). Motions will be heard by the registrar on Wednesdays, the 5th and 19th of August, at 12.30. In matters that cannot be dealt with by a registrar, application may be made to the Vacation Judge by motion or summons.

Decrees nisi will be made absolute by the Vacation Judge on Wednesdays, the 12th and 26th of August.

A summons (whether before judge or registrar) must be entered at the registry, and case and papers for motion (whether before judge or registrar) and papers for making decrees absolute must be filed at the registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:

- 1.—Counsel's certificate of urgency or note of special leave granted by the judge.
- 2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
- 3.—Two copies of notice of motion.
- 4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

[illegible]

LONDON BUSINESS.

	8. J. COVER I.	8. J. COVER II.	C. J. COVER I.	C. J. COVER II.	N. J. COVER I.	N. J. COVER II.	COMMERCIAL COURT.	DIVISIONAL COVERTS.	CAPITAL CRIMINAL COURT.
October	Phillimore, J.	Ridley, J.	Sutton, J.	Coleridge, J.	Channell, J.	Bucknill, J.	Bray, J.	L.C.J.; Bigham, J.; Darling, J.; Walton, J.; Pickford, J. L.C.J.; Bigham, J.	Walton, J.
November	Grantham, J.	J. C. Lawrence, J.	Darling, J.	Self, J.	"	Self, J.	"	L.C.J.; Bigham, J.; Walton, J. L.C.J.; Walton, J.	Bigham, J.
December	"	"	"	"	A. T. Lawrence, J.	Pickford, J.	"	Bigham, J.; Phillimore, J.; Walton, J. L.C.J.; Phillimore, J.; Walton, J.	Sutton, J.
Christmas Vacation	"	"	"	"	"	"	"	"	"
January	Grantham, J.	Ridley, J.	Sutton, J.	Self, J.	Channell, J.	Bucknill, J.	Bray, J.	L.C.J.; Bigham, J.; Walton, J. Bigham, J.; Walton, J.	Grantham, J. L.C.J.
February	Phillimore, J.	J. C. Lawrence, J.	Coleridge, J.	Coleridge, J.	"	Pickford, J.	"	Bigham, J.; Phillimore, J.; Walton, J. Bigham, J.; Phillimore, J.; Walton, J.	Phillimore, J.
March	Grantham, J.	"	"	"	A. T. Lawrence, J.	"	"	"	"
April	Grantham, J.	J. C. Lawrence, J.	Sutton, J.	Coleridge, J.	A. T. Lawrence, J.	Bucknill, J.	Pickford, J.	L.C.J.; Darling, J.; Self, J.	Channell, J.
April Vacation	Grantham, J.	Channell, J.	Sutton, J.	Coleridge, J.	Bucknill, J.	Bray, J.	Pickford, J.	L.C.J.; Darling, J.; Self, J. Darling, J.; A. T. Lawrence, J.	Self, J.
May	"	"	"	"	Walton, J.	"	"	Darling, J.; Self, J.; A. T. Lawrence, J. Self, J.; A. T. Lawrence, J.	"
June	"	"	"	"	"	"	"	"	Darling, J.
June Vacation	Grantham, J.	Channell, J.	Sutton, J.	Coleridge, J.	Walton, J.	Bray, J.	Pickford, J.	Darling, J.; Self, J.; A. T. Lawrence, J. " " " "	"
July	Phillimore, J.	J. C. Lawrence, J.	"	Bucknill, J.	Ridley, J.	Bucknill, J.	"	Darling, J.; A. T. Lawrence, J. L.C.J.; Self, J.; A. T. Lawrence, J. L.C.J.; Self, J.	Self, J.
	"	"	Darling, J.	"	"	Bigham, J.	"	L.C.J.; Self, J.; A. T. Lawrence, J. " " " "	A. T. Lawrence, J.

Obituary.

Mr. J. H. Bowen.

Mr. James Howard Bowen, solicitor, of Weymouth, died a few days ago. He was admitted in 1881, and was clerk to the borough magistrates and to the Portland Urban District Council. He was formerly chief Liberal agent for the district, but it is stated had recently seceded from that party.

Legal News.

Appointments.

Mr. ALFRED VAN WATERSCHOOT LUCIE SMITH (Senior Puisne Judge, British Guiana) has been appointed Chief Justice of Trinidad and Tobago.

Mr. ABDUL RAHIM, barrister-at-law, has been appointed a Judge of the High Court of Judicature at Madras, in the place of the late Mr. H. T. Boddam.

Changes in Partnerships.

Dissolutions.

ARTHUR HERBERT ONSLOW and HUMPHRY THOMAS MARTIN CROWTHER GWYNN, solicitors (Gwynn, Onslow, & Co.), Bristol. Dec. 31, 1907. Such business will be carried on in the future by the said Arthur Herbert Onslow and Gerald Crowther Gwynn and Humphrey Norman Gwynn.

[Gazette, July 24.]

RICHARD HENRY KING and OTTO GEORGE PETERSEN, solicitors (R. H. King & Petersen), 10, Ironmonger-lane, London. July 23. Such business will be carried on in the future by the said Richard Henry King,

ROBERT WATTS WELLINGTON RISING and WALTER RAVENSCROFT, solicitors (Rising & Ravenscroft), 9, King William-street, London. March 31. The said Walter Ravenscroft will continue to carry on the business under the style of Rising & Ravenscroft.

[Gazette, July 28.]

General.

The words "Jennie had it" formed, says the *Evening Standard*, the ground of an action for slander tried at the Sussex Assizes. The words had reference to some missing money. Mr. Justice Darling remarked that the three words on which the suit was based was the shortest alleged slander he had ever known. In the end the jury were unable to agree.

Mr. Thomas Gould, senior partner in the firm of Messrs. Gould and Coombe, solicitors, Sheffield, who disappeared at the beginning of last week, when he went into Derbyshire on an angling expedition, was, says the *Evening Standard*, on Saturday discovered in the River Derwent, near Hathersage. His fishing-basket and rod and landing-net were picked up a short distance away.

A dinner was given at the Savoy Restaurant, on the 23rd ult., to the Earl of Desart, on his retirement from the office of Director of Public Prosecutions. Among those present were Mr. R. D. Muir (in the chair), the Lord Chancellor, the Lord Chief Justice, the Attorney-General, the Solicitor-General, Sir R. B. Finlay, K.C., Sir Edward Carson, K.C., M.P., Mr. Justice Walton, and Mr. Justice Sutton.

Lord Macnaghten's resignation of his position as a Law Lord, which he has occupied for twenty-one years, is, says a writer in the *Globe*, among the legal changes which are expected to occur before the courts are reopened in October. Lord Halsbury and Mr. Justice Grantham are the only two judges with a longer record of service. He is the only Equity lawyer among the Law Lords, and it may safely be assumed that his successor will come from the Equity side.

Is it ever illegal to use one's own name? asks the *Albany Law Journal*. That question seems to have been raised in the case of *The International Silverware Co. v. Rogers* (N. J. Errors and Appeals, 67 Atlantic Reporter, 105). This was an action brought to restrain the defendant from stamping his own name upon his wares. Plaintiffs were the successors of the original Roger Bros., silverware manufacturers. The defendant was engaged in the same business. The court granted an injunction unless the defendant should thereafter stamp on his goods: "Not the original Rogers," or "Not connected with the original Rogers."

The first commemorative tablet to be set up in the main hall of the Central Criminal Court has, says the *Evening Standard*, the following inscription:—"Near this site William Penn and William Mead were tried in 1670 for preaching to an unlawful assembly in Gracechurch-street. This tablet commemorates the courage and endurance of the jury, Thomas Vere and Edward Bushell and ten others, who refused to give a verdict against them, although locked up without food for two nights, and were fined for final verdict of Not Guilty. The case of these jurymen was revived on writ of habeas corpus, and Chief Justice Vaughan delivered the opinion of the court, which established the rights of juries to give their verdict according to their convictions."

On the 27th ult., in the library of the House of Lords, the portrait of the Lord Chancellor which has been painted by Sir George Reid, R.S.A., for a large number of peers on both sides of the House of Lords as a wedding gift, was presented to him by the Earl of Crowe and the Marquis of Lansdowne on behalf of the subscribers. There was a large attendance. The portrait, says the *Times*, represents Lord Loreburn, not in his full Chancellor's robes, but in his black gown and full-bottomed wig, as Speaker of the House of Lords. He stands as though about to address the Assembly, the knuckles of his bent right hand resting on a table. The work is an admirable example of the vivid portraiture of male types for which Sir George Reid is so justly famous, and the likeness to the Lord Chancellor was generally admitted to be striking.

A quaint procedure was recently carried out by the Paris magistrate who is investigating the murder of M. Rémy, in the shape of a "reconstruction" of the crime in which Renard, the butler, and Courtois, the valet, who are accused of the murder, were compelled to take part. The scene was enacted in the bedroom of M. Rémy. The murder, says the *Evening Standard*, is known to have taken place after midnight, therefore it could not be represented by daylight. The bedroom had been arranged as nearly as possible to resemble its condition on the night of the crime. The two accused were made to take off their shoes, so that the police might judge what amount of noise they would have made in bare feet, and the light having been turned out, the younger prisoner, Courtois, was bidden to tell and act his story. When he had finished, Renard, the elder prisoner, accused by Courtois, but who denies his guilt persistently, was brought in, and one of the officers lay on the bed in imitation of the murdered man. Courtois told this part of the tale over again, and the police agent followed the described action of M. Rémy struggling off the bed and clinging round the neck of Renard. At this moment the electricity was turned on, but without the desired result so far as Renard was concerned, as he remained calm and impassive, in spite of the acting of the police officer and of the angry howling of the mob who surrounded the house and kept shouting, "Death to the assassins," "To the Seine or to the lamp-post with them." A scene then occurred between Courtois and Renard, the young valet only being kept off the elder by main force, whilst he reiterated his accusations, and Renard repeated nothing but the words, "Liar, liar, liar." When the prisoners were taken out another disgraceful scene was witnessed round the motor-cars, and the police had some difficulty in saving their charges from being lynched.

Winding-up Notices.

London Gazette.—FRIDAY, July 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUROSA SYNDICATE, LIMITED—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to Norman W. Gracey, 508, Salisbury House, London wall, Hamp, Southampton st, Bloomsbury sq, solrs for the liquidator.

BRITISH SUBSIDIARY MINING CO., LIMITED—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to Stephen Pagden Child, 44, Foultry, liquidator.

COLONIAL ICE AND AREATED WATER CO., LIMITED—Creditors are required, on or before Sept 10, to send in their names and addresses, and the particulars of their debts or claims, to A. Hennings, 3, Gore-street, Piccadilly, Manchester, liquidator.

DADSWELL NURSERY HOMES, LIMITED—Creditors are required, on or before Aug 31, to send in their names and addresses, and the particulars of their debts or claims, to John Hamp, 9 and 10, Pancras, in, liquidator.

DIRECT IMPORTS, LIMITED—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to John Theodore G. dard, 5 and 6, Clement's inn, liquidator.

MUSKATKA TRADING AGENCY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to D. G. Jelley, liquidator.

ORCHARD CO (SCOTBY), LIMITED—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to John Jackson Saint, 22, Lowther street, Carlisle. Saul & Lightfoot, solrs to the liquidator.

PUBLIC SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to the Right Hon Edric Frederic Baron Gifford, liquidator.

REED'S ELECTRICAL CO., LIMITED—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Daniel Stenart Frapp, 90, Cannon st. Maxwell & Dampney, Bishopsgate at Within, solrs to the liquidator.

RELATION ADVANCE AND DISCOUNT BANK, LIMITED—Creditors are required, on or before Aug 31, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Marsh, Meeks bldgs, Wigan, liquidator.

London Gazette.—TUESDAY, July 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

OLIMAX MOTORS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Hutton, 90, Bennett's hill, Birmingham. Woodcock & Co, Coventry, solrs for the liquidator.

ORCHARD-WILLIAMS, LIMITED—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to Arthur G. Morris, 44, Gresham st, liquidator.

DOMESTIC & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Albert Fryers, 44, County bldgs, Cannon st, Manchester. Sale & Co, Manchester, solrs for liquidator.

SEA MOTOR HIRING CO., LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Arthur Sandbach, 54, Whitechapel, Liverpool, liquidator.

LODGE GAS CO., LIMITED—Creditors are required, on or before Aug 24, to send in their names and addresses, and the particulars of their debts or claims, to Angus Newman Scott, 18, Ironmonger in, liquidator.

LONDON AND SUBURBAN RESTAURANTS, LIMITED—Petn for winding up, presented July 23, directed to be heard Aug 5. Wild & Co, 46, Finchurch st, solrs for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 4.

MOSE'S, LIMITED—Petn for winding up, presented July 24, directed to be heard Aug 7 at 10. Boyle, Liverpool, solr for the petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 6.

NEW HERRIDES, LIMITED—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to Alphonse Lamy, 59, Quai du Havre, Rouen, France, liquidator.

RUBBER TRADE MUTUAL INSURANCE CO, LIMITED—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to William Hawkins Tiltton, 67, Lord st, Liverpool, liquidator. Collins & Co, Liverpool, solrs for the Co.

SPIN VALLEY AND DISTRICT THRASHING AND HAULING CO, LIMITED—Creditors are required, on or before Sept 1, to send in their names and addresses, with particulars of their debts and claims, to Howgate Holroyd, St John's chambers, Clockhouse, liquidator.

WESTON SUPER MARE CRICKET AND ATHLETIC GROUND CO, LIMITED—Creditors are required, on or before Sept 13, to send their names and addresses, and the particulars of their debts and claims, to Daniel Beak, 2, Arundel villa, Weston super Mare, Dickinson & Co, Weston super Mare, solrs to the liquidator.

The Property Mart.

Forthcoming Auction Sales.

Aug 6.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Absolute Reversions, Reversion, Life Interest, Annuity and Policies of Assurance (see advertisement, back page, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 24.

HILL, JOHN ROWLAND, St Leonards on Sea Sept 30 Cowtan v Hill, Warrington and Parker, JJ Dunkerton, Bedford row

London Gazette.—TUESDAY, July 28.

CARMICHAEL, JOHN, Weymouth Sept 1 Carmichael v Carmichael, Joyce, J Becher, Bedford row

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 21.

AKENHEAD, JOHN, York, Brewer Aug 31 Rodgers & Co, Sheffield

ANDREW, MARTHA, Ross, Hereford Aug 17 Burt & Evans, Ross, Hereford

ARMITAGE, MARIAN, Gloucester Aug 31 Bird & Eldridge, Gt James st, Bedford row

ARMSTRONG, ELIZABETH JANE, Newcastle on Tyne Aug 28 Dees & Thompson, Newcastle on Tyne

BEVINGTON, WILLIAM ALFRED, Coleraine rd, Blackheath Aug 31 Habersham & Co, Woolwich

BRINKLEY, ROBERT JAMES, Half Moon In, Herne Hill, Licensed Victualler Aug 18 Nash & Co, Queen st, Chislehead

CHURCH, WILLIAM, Bristol Aug 29 Dickinson & Co, Weston super Mare

COOPER, ALFRED JOSEPH, Sheepbridge, nr Chesterfield Sep 1 Jones & Middleton, Chesterfield

COOPER, SUSANNAH MARGARET, Babacombe, Devon Aug 19 Hooper & Wollen, Torquay

EGGERS, FELIX, Chateau de Wagne, Floree, Belgium, Landowner Aug 20 Kays & Jones, Norfolk st, Strand

DAY, THOMAS, Lowdham, Notts Aug 31 Watts & Co, Scarborough

EVANS, OWEN, Llandegfan, Anglessea July 31 Sutcliffe, Darwen

GOLDSWORTHY, WILLIAM LIGGE, Fortia Green rd, East Finchley Aug 17 W J & E H Tremollin, Southampton bldgs, Chancery in

GRAEVES, FRANCIS EDWARD, Ringmer, Sussex Sept 1 Vincent, Ryde, I of W

HAYES, WILLIAM HENRY, Salford, Lancs, Bricksetter Aug 31 Eaton, Manchester

HEDDS, JOHN, Anc rats, Manchester, Publican Aug 22 Hislop & Son, Manchester

HIBBERT, JOHN, Sheffield Sept 30 Rodgers & Co, Sheffield

HOGARTH, WILLIAM DANIEL, Aston, nr Birmingham Aug 31 Brewer & Son, Strand

KERRISON, HERBERT, East Haring, Norfolk Aug 20 Stevens & Co, Norwich

LAVENDER, JOHN, Hightown, Manchester, Electrical Engineer Aug 6 Lancashire & Humphreys, Manchester

LEE, JOHN CARLELL, Ashbourne, Derby, Watchmaker Aug 22 Robert Butterworth, Ecclesfield, Yorks

MUNTE, JULIA, Leamington, Warwick Aug 31 Church & Co, Bedford row

PARK, WILLIAM WILSON, Harrogate Aug 20 Farr & Lomis-Walker, Leeds

PARKINSON, WILLIAM, Burnley Aug 17 Nowell & Co, Burnley

PARSONS, MARY ANN, Gillingham, Bradford Aug 22 Clough, Bradford

POITICARY, ISAAC, Longparish, Southampton Aug 28 Smith & Son, Andover

RHODES, JOHN, Preston, Lancs Aug 30 Craven & Son, Preston

RICHARDSON, WILLIAM, Kingston upon Hull, Cabinet Manufacturer Sep 1 Holden & Co, Hull

SHARP, MARY ANN, Buxton, Derby Aug 15 Bennett & Co, Buxton

STERNER, IGNATZ, Petherton rd, Canonbury, Hardware Merchant's Myningar Aug 27 Russell & Arnolds, 60 Winchester st

STEPHEN, SIR ALEXANDER CONNIE, KCMG, KCVO, CB, Knightsbridge Sept 1 Holmes & Co, Clement's In, Lombard st

TRIPP, MARY ANN, Clerkenwell green, Islington, Carrier Sept 1 Rutland, Chancery in

WALKER, GIBSON, Penn Craig Ponn, nr Wolverhampton, General Merchant Aug 10 Underhill & Thornycroft, Wolverhampton

WELLARD, JOHN, Sholden, Deal, Farmer Oct 11 Bradley & Watson, Deal

WILLARD, ELIZABETH, Deal Oct 11 Bradley & Watson, Deal

WRIGHT, GEORGE TOWERS, Middleton St George, Durham, Licensed Victualler Aug 20 Thompson, Middleton

WYLD, THOMAS, Remouth Aug 31 Mossop, Fowkes bldgs, Gt Tower st

London Gazette.—FRIDAY, July 24.

AITKEN, JAMES, MA, Canon of Gibraltar, Hove, Sussex Aug 21 Aitken, Vernon Grange, Canterbury

BAGWELL, HARRIET, Hunningham, nr Leamington Aug 22 Wright & Co, Leamington

BELL, WILLIAM HENRY, Blackpool, Cabinet Maker Aug 31 Lonsdale, St Annes on the Sea

BOUCH, WILLIAM, Ashford, nr Warwick Sept 1 A J & J Dickson, WS, Edinburgh

CATLING, ALFRED MAGNUS, Enfield Aug 31 Vanderpump, Enfield Town

CREFT, HENRY GIBSON, Adelaide rd, West Ealing Aug 31 Larken & Co, Newark on Trent

CRETIN, EUGENE, Shaikh Badin, Dera Ismail Khan District of the Punjab, India Aug 31 Gush & Co, Finsbury circus

ELLIS, FRANCIS JORLIN, Plymouth, Estate Agent Sept 21 Wilson, Plymouth

EVANS, EVAN, Machynlleth, Montgomery Aug 7 Wooman, Newtown, N Wales

EVN, HENRY, Bath, Veterinary Surgeon Aug 31 Tittle, Bath

FROST, WILLIAM ARTHUR, Walsend, Northumberland, Pickle Manufacturers Aug 21 W J S & J A S Scott, Newcastle upon Tyne

FULFORD, EMMA, Wordley, Staffs Sep 1 Lane & Co, Birmingham

GOSLING, JOHN HALL, Chesterford Aug 31 Shipton & Co, Chesterfield

GRAVES, JAMES, Fitzjohn's av, Hampstead Sept 1 Mackrell & Co, Cannon st

HAVILL, WYANDA HENRIETTA, Norbury, Surrey Sept 8 Wood & Wooton, Fish street hill, Gracechurch st

HAWKER, FREDERICK WILLIAM, Doncaster Sept 1 Ricksby, Cheltenham

HODGSON, ELEANOR LOYD, Sandown, I of Wight Sept 1 Clark, Wareham, Dorset

HUGHES, WALTER, Sen, Hoxne, Suffolk, Bricklayer Aug 31 Lawton & Co, Eye, Suffolk

JOHNSON, DIGBY, Tunbridge Wells, Sept 14 Andrew & Cheale, Tunbridge Wells

JONES, ELIZA, Chester Aug 26 Cawley, Tarporley

KEEPPING, WILLIAM CHARLES, Caversham, Oxford Sept 5 Brain & Brain, Reading

KENDALL, FRANCIS, Scarborough Sept 1 Dixons & Co, Wakefield

LAWRENSON, MARIA, Blackburn Aug 22 Radcliffe & Higginson, Blackburn

MIDWOOD, WILLIAM BELLHOUSE, Cardigan rd, Richmond, Sept 21 Senior & Furbank, Richmond

MILMAN, ROY WILLIAM HENRY, Loxham gdns, Kensington Aug 31 Bell & Co, Queen Victoria st

NEWTON, JANE VALENTINE, Berwick upon Tweed Aug 25 Sanderson & Weatherhead, Berwick upon Tweed

Ogilvie, EMILY CHARLOTTE, Bath Sept 4 Golden & Co, Old Jewry

PASSELY, GEORGE, Appleby, Westmoreland Aug 8 Heelis, Appleby, Westmoreland

PEARSON, JOSEPH FRANKLIN, Moseley, Worcester, Insurance Manager Sept 1 Lane & Co, Birmingham

PICKET, LUDIA, Higher Summerst, nr Bury Aug 26 Woodcock & Sons, Bury, Lancs

RIPLEY, UNITY, High Wycombe, Bucks Aug 24 Clarke & Son, High Wycombe

STAGG, JAMES, St John's, Kent Aug 24 Avery & Wolverson, New Cross rd

STANFORD, AGNES, Exeter Sept 1 Pope, Exeter

STRONG, COLIN ROBERT, Didsbury, nr Manchester Sept 7 Sale & Co, Manchester

STRONGTHORN, GEORGE, Prestatyn, Flint Aug 31 Gort, Liverpool

THOMAS, THOMAS, Swadsea, Chemist Aug 30 Edwards, Swadsea

TOD, JAMES, Hyde, Chester Aug 3 Chambers, Denton, nr Manchester

TURNER, MARY COLLENS, Warren Wood, Wrotham Heath, Kent Sept 1 Downes, Gray's inn

VANDELEUR, JOHN ORMSBY, Coventry st Sept 14 Golden & Co, Old Jewry

WARD, JOSEPH, Stourport, Worcester Aug 31 Watson, Stourport, Worcester

WELCHMAN, MARY ELIZABETH, Camp Hill, Birmingham Aug 23 Saville, Birmingham

WHITE, CHARLES THOMAS, Ashford, Kent Aug 29 Fraser, Ashford

WINTLE, HAMILTON, Horfield, Bristol Aug 8 Crossman & Co, Thornbury, Glos

London Gazette.—TUESDAY, July 28.

ADAMS, MARIA ANNE, Cleobury Mortimer Aug 30 Roberts, Cleobury Mortimer

APPLETON, DAVID SIDNEY, Clarence gate gdns, Regents Park, Sept 15 Paines & Co, St Helen's pl

ARNOLD, GEORGE MATTHEWS, Gravesend, JF, DL, K80 Sept 15 Fooks & Co, Carey st, Lincoln's inn

BEAVER, HENRY THOMAS, Bristol, Sept 8 O'Donoghue & Forbes, Bristol

BECKERINGH, ADRIANUS WILLEM, Amsterdam, Holland Aug 26 Plunkett & Lander, 19 Paul's churchyard

BEIDON, CHARLES PAUL, Bradford Sept 1 Wade & Co, Bradford

CLARK, ANN, Newcastle on Tyne Sept 8 Armstrong & Sons, Newcastle on Tyne

COX, MARY ABRAHAM, Chetpott, Mon Sept 1 Hooper & Co, Plymouth

CROSBYMAN, JAMES HICUTT, Hanover terr, Regent's Park Sept 1 Crossman & Co, Theobald's rd, Gray's inn

CUMMING, JOHN FRANCIS, Kenley, Surrey, Umbrella Manufacturer Sept 8 Hilbery & Co, Bishopgate st Within

GLOVER, HANNAH MARIA, Gorton, Manchester Aug 26 Lea, Manchester

HARGREAVE, JOHN THOMAS, Denton, Northumberland, Farmer Sept 14 Pybus & Sons, Newcastle upon Tyne

HASSELL, ABRAHAM, Southport, Grocer Sept 9 Yates, Southport

HELM, JOSEPH WILLIAM, Raistrick, Yorks, Woolen Cloth Manufacturer Sept 1 Ramsden & Co, Huddersfield

HODGSON, MAJOR GEORGE, Gainford, Durham Aug 27 Trotter & Co, Bishop Auckland

JOHNSON, ALFRED HENRY, Ashbrook rd, Holloway, Insurance Agent Aug 31 Burton & Son, Blackfriars rd

KIRKWOOD, THOMAS, Harborne, Staffs Sept 29 Restall & Co, Birmingham

MALLALIEU, SARAH ELIZABETH, Halifax Aug 24 Laycock & Co, Huddersfield

MAYBURY, FRANCIS JOHN, Leadenhall st, Wise Cooper Sept 1 Hales & Co, Chislehead

PERMAN, THOMAS, Gateshead, Solicitor Aug 15 Clayton & Gibson, Newcastle on Tyne

PHILPOT, EDWARD JAMES, Canterbury, Electrician Oct 1 Whitchord, Canterbury

PRETTY, SHILWA, Toototh Park, Liverpool, Fruiterer Aug 31 Evans & Co, Liverpool

RAINBOW, WILLIAM, Kington, Warwick, Farmer Aug 14 Barnes, Moreton in March

ROBERTS, FREDERICK WILLIAM, Prestwick, Lancs Aug 31 Clayton, Rade life, nr Manchester

ROBINSON, MARY MITCHELL, Thornaby on Tees Aug 24 Fisher, Stockton on Tees

ROGERS, ROBERT, Enochmarsh, Cardington, Salop, Farmer Aug 26 Spratt & Morris, Shrewsbury

RUSSELL, SARAH JANE, Folkestone, Boarding house Keeper Aug 26 Haines, Folkestone

SETH-SMITH, LOUIS MARIE, Eastbourne, Aug 25 Smart, Mincing

SHARPS, RICHARD KELHAM, Maldon, Essex Nov 23 Langton, Temple

STONE, DEBORAH, Birtow in Furness Aug 31 Poole & Son, Birtow in Furness

SUTCLIFFE, MARY HANNAH, Warley Edge, Halifax Aug 16 Day, Halifax

TABB, CHARLOTTE, Chagford, Devon Aug 22 Burd & Co, Okehampton, Devon

TRAVERS, MARGARET, Tunbridge Wells Aug 24 Robins & Co, Lincoln's inn fields

TREW, ARCHIBALD RICHARD, Earham grove, Forest Gate Sept 1 Crossman & Co, Theobald's rd, Gray's inn

WHEELING, WILLIAM, Carlisle, Walter Sept 3 Goldbery & Co, West st, Finsbury circus

WILLIAMS, SARAH, Wymering mans, Malda hill Sept 8 Griffiths & Waghorne, Cheltenham

WILSON, WILLIAM, Prince's gate Sept 6 Meredith & Co, New st, Lincoln's inn

WIKERTON, JAMES, Surbiton, Builder Aug 14 Forbes & Co, Kingston on Thames

Bankruptcy Notices.

London Gazette.—FRIDAY, July 24.
RECEIVING ORDERS.

ABEL, GEORGE, Greycoat gardens, Victoria st, Westminster, Music Hall Artist High Court Pet July 20 Ord July 30
ARMISHAW, S W, Stone, Staffs, Boot Dealer Stafford Pet July 20 Ord July 20
AUSTIN, EPHRAIM JAMES, Brighton, Stationer Brighton Pet June 20 Ord July 21
BAMFORD, JOHN HENRY, Rugby, Warwick, Boot Dealer Coventry Pet July 4 Ord July 20
BARNER, DOUGLAS CHARLES, Little Trinity lane, Furrer High Court Pet May 10 Ord July 20
BEARDLEY, HENRY, Nottingham, Furniture Remover Nottingham Pet July 21 Ord July 21
BROOKER, J S, Regent st High Court Pet July 2 Ord July 21
BROWN, JOHN, Holborn viaduct, Accountant High Court Pet June 11 Ord July 21
BROWNING, JAMES, Pentre, Plumber Pontypridd Pet July 20 Ord July 20
BURGE, E & Co, Forest hill, Builders Greenwich Pet June 22 Ord July 21
CHAPLIN, ROBERT DANIEL, Great Yarmouth, Hay Dealer Great Yarmouth Pet July 21 Ord July 21
CHULOW, JOSEPH WILLIAM, Preston, nr Lavenham, Suffolk, Cowkeeper Colchester Pet July 22 Ord July 22
COLLATT, H E, Hatton garden, Dealer in Precious Stones High Court Pet July 2 Ord July 21
DEWNEY, JAMES, Brighton Coach Builder Brighton Pet July 22 Ord July 22
DEXTER, ESTHER ANNE, Lewisham Greenwich Pet May 18 Ord July 21
EVANS, JOHN WILLIAM, Gilfach Goch, Glam, Tailor Pontypridd Pet July 22 Ord July 22
FORD, THOMAS, Uttoxeter, Baker's Vanman Burton on Trent Pet July 20 Ord July 20
FRANKS, SAMUEL JOHN, Sketty, nr Swansea, Butcher Swansea Pet July 21 Ord July 21
GRIMES, HENRY SIDNEY KING, Stanton upon Hine Heath, Shrewsbury Shrewsbury Pet July 10 Ord July 21
HARRIES, EDWARD, Pantauodd, Manordello, Llandilofawr, Carmarthen, Platelayer Carmarthen Pet July 21 Ord July 21
HARVEY, JAMES WHARRIE, Liscard, Chester, Cycle Dealer Liverpool Pet July 20 Ord July 20
HARDWOOD, CHARLES GEORGE WILLIAM, Great Yarmouth, Baker Great Yarmouth Pet July 21 Ord July 21
HICKS, EUSTACE WILLIAM, Borrowash, nr Derby, Upholsterer Burnley Pet July 21 Ord July 21
KIRBY, FREDERICK WILLIAM, Brighton, Sussex, Grocer Brighton Pet July 21 Ord July 21
MAER, WILLIAM, Soham, Cambs, Miller Cambridge Pet July 22 Ord July 22
MARTINGALE, JAMES JOHN WILLIAM, Westbury, Wilts, Cycle Agent Frome Pet July 20 Ord July 20
MOLLART, ARTHUR, Stairfoot, nr Barnsley, Crate Maker Barnsley Pet July 21 Ord July 21
PAGE, JEREMIAH, Middlesbrough, Labourer Middlesbrough Pet July 20 Ord July 20
PRATT, SARAH, Low Farm, Gilstead, Bingley, York Bradford Pet July 22 Ord July 22
PYKE, CHARLES FREDERICK, Swansea, Bricklayer Swansea Pet July 20 Ord July 20
RAY, THOMAS FLETCHER, Birkenhead, Cheshire Birkenhead Pet July 9 Ord July 20
ROBERTS, LUKE, Cosely, Sedgley, Staffs, Boot Manufacturer Dudley Pet July 20 Ord July 20
ROPER, GUSTAVUS, Sparkbrook, Birmingham, Metal Plater Birmingham Pet July 7 Ord July 22
SANDERSON, THOMAS HENRY, York, Fried Fish Dealer York Pet July 20 Ord July 20
SIMONS, EDWARD, New Brighton, Cheshire, Licensed Victualler Birkenhead Pet July 21 Ord July 21
SIMPSON, CHARLES HENRY, Carleton, Pontefract Wakefield Pet July 20 Ord July 20
SMART, THOMAS, St Helens, Lancs, Painter Liverpool Pet July 20 Ord July 20
STERRY, DANIEL WILLIAM, Brockworth, Glos, Butcher Gloucester Pet July 22 Ord July 22
TAIT, SIDNEY, Bridgton, Cannock, Staffs, Baker Walsall Pet July 17 Ord July 17

TALBOT, SAMUEL ABRAHAM, Blackburn, Bookkeeper Blackburn Pet July 20 Ord July 20
WARD, WILLIAM, Great Grimsby, Stationer Great Grimsby Pet July 24 Ord July 21
WARR, HENRY WILLIAM, Swansea, Butcher Swansea Pet July 21 Ord July 21
WILKINSON, WILLIAM BRETT, Rotherham, Yorks, Grocer Sheffield Pet July 21 Ord July 21
WOOD, ALFRED, Brixton rd, Song Writer High Court Pet July 21 Ord July 21
WYTHE, ELIZABETH MARY, Bala, Merioneth, Hotel keeper Wrexham Pet July 20 Ord July 20

FIRST MEETINGS.

ABEL, GEORGE, Greycoat glas, Victoria st, Music Hall Artist Aug 7 at 1 Bankruptcy bldgs, Carey st
ARMISHAW, S W, Stone, Staffs, Boot Dealer Aug 1 at 11.30 Off Rec, King st, Newcastle, Staffs
BARNER, DOUGLAS CHARLES, Little Trinity ln, Furrer Aug 6 at 1 Bankruptcy bldgs, Carey st
BEARDLEY, HENRY, Nottingham, Furniture Remover Aug 5 at 11 Off Rec, 23, King Edward st, Macclesfield
BROOKER, J S, Regent st Aug 10 at 12 Bankruptcy bldgs, Carey st
BROUGHTON, WILLIAM EDWARD, Burnley, Hairdresser Aug 1 at 11.15 Off Rec, 13, Winkley st, Preston
BROWN, JOHN, Holborn viaduct, Accountant Aug 10 at 11 Bankruptcy bldgs, Carey st
BROWNING, JAMES, Pentre, Glam, Plumber Aug 1 at 10.30 Off Rec, Post Office chmbrs, Pontypridd
BURKILL, CLARA FARLAND, Reveler, Yorks, Watchmaker Aug 1 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
COLLETT, H E, Hatton gdns, Dealer in Precious Stones Aug 7 at 11 Bankruptcy bldgs, Carey st
COLLETT, FREDERICK JONES, New Tredgar, Grocer Aug 5 at 11 Off Rec, 144, Commercial st, Newport, Mon
DARBOURNE, WILLIAM HENRY (Senior), High rd, Streatham, Gunpowder Aug 5 at 11.30 132, York rd, Westminster Bridge
DOUGLAS, B, Great St Helens, Shipbroker Aug 6 at 11 Bankruptcy bldgs, Carey st
DRIVER, GEORGE, Woodbridge, Suffolk, Draper Aug 5 at 11 36, Princes st, Ipswich
ETHERINGTON, HENRY JOHN, Vale Court, Maida Vale, Company Promoter Aug 5 at 2.30 Bankruptcy bldgs, Carey st
EVANS, JOHN WILLIAM, Gilfach Goch, Glam, Tailor Aug 1 at 11 Off Rec, Post Office chmbrs, Pontypridd
GRANT, JOHN MACGARGATT, Stonebridge pk, Willesden, Merchant Aug 6 at 2.30 Bankruptcy bldgs, Carey st
GRIMES, HENRY SIDNEY KING, Stanton upon Hine Heath, Shrewsbury Aug 4 at 10 Off Rec, 22, Swan hill, Shrewsbury
JERRITT, FREDERICK, Staple inn, Holborn Aug 7 at 2.30 Bankruptcy bldgs, Carey st
JOHNS, ARTHUR ALBERTUS, Redruth, Cornwall, Wine and Spirit Merchant Aug 4 at 12 Off Rec, Boscawen st, Truro
MARRIOTT, ANDREW, Rushden, Northampton, Engineer Aug 1 at 12 Off Rec, 38, Bridge st, Northampton
MATTHEWS, EDWIN HENRY, Aberkendi, Glam, Labourer Aug 5 at 12 Off Rec, 116, St Mary st, Bridgend
MILLER, THOMAS JARVIS, Fakenham, Norfolk, Printer Aug 5 at 12 Crown Hotel, Fakenham
MILES, EDWARD, Liverpool, Estate Developer Aug 5 at 2 Off Rec, 35, Victoria st, Liverpool
MORTON, GEORGE, Stone Cross, Sandwich, Golf Club Maker's Assistant Aug 1 at 10.30 Off Rec, 68A, Castle st, Canterbury
PYKE, CHARLES FREDERICK, Swansea, Bricklayer Aug 6 at 11 Off Rec, 31, Alexandra rd, Swansea
RIDAL, EDWIN, and ALBERT WISCOFF, Sheffield, Builders Aug 6 at 11.30 Off Rec, Figgins ln, Sheffield
SANDERSON, THOMAS HENRY, York, Fried Fish Dealer Aug 4 at 3 Off Rec, The Red House, Duncroft pl, York
SHEPHERD, ONADIAH, Morecambe Aug 1 at 11 Off Rec, 13, Winkley st, Preston
SIMONS, EDWARD, New Brighton, Chester, Licensed Victualler Aug 5 at 2.30 Off Rec, 35, Victoria st, Liverpool
TAYLOR, RICHARD THEOPHILUS, Cwmarn, Mon Aug 5 at 12 Off Rec, 144, Commercial st, Newport, Mon
WARRINGTON, SAMUEL, Froswick, Lancs, Builder Aug 5 at 3 Off Rec, Byron st, Manchester

WILKINSON, WILLIAM BRETT, Rotherham, Yorks, Grocer Aug 6 at 12 Off Rec, Figgins ln, Sheffield
WOOD, ALFRED, Brixton rd, Song Writer Aug 5 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABEL, GEORGE, Greycoat gdns, Victoria st, Music Hall Artist High Court Pet July 20 Ord July 20
BEARDLEY, HENRY, Nottingham, Furniture Remover Nottingham Pet July 21 Ord July 21
BOSTON, MAURICE HENRY, Conisborough, Yorks, Macclesfield Pet June 27 Ord July 18
BROWNING, JAMES, Pentre, Glam, Plumber Pontypridd Pet July 20 Ord July 20
CHAPLIN, ROBERT DANIEL, Great Yarmouth, Hay Dealer Great Yarmouth Pet July 21 Ord July 21
CHULOW, JOSEPH WILLIAM, Rookley Green Farm, Preston, nr Lavenham, Suffolk, Cowkeeper Colchester Pet July 22 Ord July 22
EVANS, JOHN WILLIAM, Gilfach Goch, Glam, Tailor Pontypridd Pet July 22 Ord July 22
FORD, THOMAS, Uttoxeter, Baker's Vanman Burton-on-Trent Pet July 20 Ord July 20
FRANKS, SAMUEL JOHN, Sketty, nr Swansea, Butcher Swansea Pet July 21 Ord July 21
GAY, GEORGE, Kingswood, Glos, Tobacco Dealer Bristol Pet July 18 Ord July 22
GROWCOFT, BERNARD, Chelmsford, Fancy Goods Dealer Chelmsford Pet June 12 Ord July 20
HARRIES, EDWARD, Dolbaid, Llandeleio, Carmarthen, Platelayer Carmarthen Pet July 21 Ord July 21
HARDWOOD, CHARLES GEORGE WILLIAM, Great Yarmouth, Baker Great Yarmouth Pet July 21 Ord July 21
HICKS, EUSTACE WILLIAM, Burnley, Upholsterer Burnley Pet July 21 Ord July 21
KIRBY, FREDERICK WILLIAM, Brighton, Grocer Brighton Pet July 21 Ord July 21
MCKIE, WILLIAM ALEXANDER, Tilthead, Wilts, Trainer Bath Pet June 30 Ord July 20
MACQUEEN, LACHLAN, and EDWARD LAWRENCE CARTER, Nottingham, Blouse Manufacturers Nottingham Pet June 30 Ord July 22
MAER, WILLIAM, Soham, Cambs, Miller Cambridge Pet July 22 Ord July 22
MARTINGALE, JAMES JOHN WILLIAM, Westbury, Wilts, Cycle Agent Frome Pet July 20 Ord July 20
MARTIN-HEATZ, WILLIAM, Queen Victoria st, Journalist High Court Pet July 13 Ord July 20
MEADLEY, HERBERT STRECHAM, Fushiechurch, Glos Bristol Pet June 27 Ord July 22
MELLOWS, JOHN ARTHUR, High st, Stoke Newington, Fruitier High Court Pet July 17 Ord July 20
MOLLART, ARTHUR, Stairfoot, nr Barnsley, Crate Maker Barnsley Pet July 21 Ord July 21
PAGE, JEREMIAH, Middlesbrough, Yorks, Labourer Middlesbrough Pet July 20 Ord July 20
PODBURY, JOHN HERBERT, Birmingham, Spirit Dealer Birmingham Pet June 19 Ord July 20
PRATT, SARAH, Low Farm, Gilstead, Bingley, Yorks Bradford Pet July 22 Ord July 22
PYKE, CHARLES FREDERICK, Swansea, Bricklayer Swansea Pet July 21 Ord July 20
ROBERTS, LUKE, Cosely, Sedgley, Staffs, Boot Manufacturer Dudley Pet July 20 Ord July 22
SANDERSON, THOMAS HENRY, York, Fried Fish Dealer York Pet July 20 Ord July 20
SIMPSON, CHARLES HENRY, Carleton, Pontefract, Yorks Wakefield Pet July 20 Ord July 20
SMART, THOMAS, St Helens, Lancs, Painter Liverpool Pet July 20 Ord July 20
STERRY, DANIEL WILLIAM, Brookworth, Glos, Butcher Gloucester Pet July 22 Ord July 22
TAIT, SIDNEY, Bridgton, Cannock, Staffs, Baker Walsall Pet July 17 Ord July 17
TALBOT, SAMUEL ABRAHAM, Blackburn, Bookkeeper Blackburn Pet July 20 Ord July 20
WARRINGTON, SAMUEL, Froswick, Lancs, Builder Manchester Pet July 10 Ord July 22
WARD, WILLIAM, Great Grimsby, Stationer Great Grimsby Pet July 21 Ord July 21
WARR, HENRY WILLIAM, Swansea, Butcher Swansea Pet July 21 Ord July 21
WILKINSON, WILLIAM BRETT, Rotherham, Yorks, Grocer Sheffield Pet July 21 Ord July 21
WOOD, ALFRED, Brixton rd, Song Writer High Court Pet July 21 Ord July 21

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

WYNN, ELIZABETH MARY, Bala, Merioneth, Hotel Keeper, Wrexham Pet July 20 Ord July 22
YATES, JAMES, Major Bottoms, Adlington, Lancs, Florist Bolton Pet July 24 Ord July 13
Amended Notice substituted for that published in the London Gazette of July 17:
DEAN, FREDERICK, Bournemouth, Bookmaker Poole Pet July 13 Ord July 13
London Gazette.—TUESDAY, July 25.

RECEIVING ORDERS.

BELT, RICHARD STUBBS, Northallerton, Yorks, Hairdresser Northallerton Pet July 24 Ord July 24
CARTWRIGHT, GEORGE, jun, Derby Derby Pet July 23 Ord July 23
CLUEN, ANN, Burton Leazes, Leicester, Blacksmith Leicester Pet July 23 Ord July 25
CRAZE, FRANCIS, Little Missenden, Bucks, Farmer Aylesbury Pet July 23 Ord July 25
CROFT, LOUISA, Derby, Fish Dealer Derby Pet July 23 Ord July 23
DIBLEY, WILLIAM EDWARD, Gillingham, Kent, Music Dealer's Agent Rochester Pet July 23 Ord July 23
DOWDING, ALFRED GEORGE, Reading, Fruiterer Reading Pet July 23 Ord July 23
DUNWELL, RICHARD MIDDLETON, Bradford, Markets Superintendent Bradford Pet July 7 Ord July 22
DYER, WILLIAM, Kingston St Michael, Wilts, Carpenter Bath Pet July 24 Ord July 24
EVANS, ALFRED THOMAS, Pontyvel, Llangebri, Carmarthen, Surgeon Carmarthen Pet July 14 Ord July 25
FRASER, GORDON COLQUHOUN, Brighton Brighton Pet May 12 Ord July 24
GRIFFITHS, W. L., Portsmouth, Lincoln's Inn, Architect High Court Pet July 16 Ord July 24
HELOCK, ARTHUR, and CASPAR DIEDERICK HELOCK, Harty Ferry, Faversham, Kent, Manufacturing Chemists Canterbury Pet July 6 Ord July 25
INGRAM, FREDERICK WILLIAM, Oxford, Builder Oxford Pet July 23 Ord July 23
JONES, WILLIAM, Cairnaton, Butcher Bangor Pet July 10 Ord July 24
LEADBEATER, TOM, Roundhay, Ry Leeds, Engineer Leeds Pet June 3 Ord July 24
LEAKE, FREDERICK GONPERTZ, Edgbaston, Birmingham, Professor of Music Birmingham Pet July 23 Ord July 23
MARSHALL, JOHN, Moseley, Lancs Ashton under Lyne Pet July 25 Ord July 25
MARTIN, JOHN, jun, Newcastle upon Tyne, Cartwright Newcastle upon Tyne Pet July 24 Ord July 24
MASCALL, WILLIAM HENRY, Winesbader rd, Stoke Newington, Engineers' Furnisher Edmonton Pet July 24 Ord July 24
MILLER, ISAAC, Hightown, Manchester, General Dealer Manchester Pet July 24 Ord July 24
PARKER, HERBERT WILLIAM, Everton, Notis, Innkeeper Lincoln Pet July 8 Ord July 24
ROLLASON, CHARLES ARTHUR, Bescondale rd, Gipsy Hill High Court Pet June 29 Ord July 23
ROPER, BATHURLO, Seething ln, Corn Factor High Court Pet June 2 Ord July 23
RUDDICK, CHARLES, Wigan, Scotch Draper Wigan Pet July 24 Ord July 24
RUDOLPH, HUBERT EDGAR, Walspool, Montgomery, Butcher Newtown Pet July 24 Ord July 24
SCALES, GEORGE WILLIAM, Annickell, Steynton, Pembroke, Farmer Pembroke Dock Pet July 25 Ord July 25
STORY, JAMES, and ANDREW WHITEHEAD, Portobello rd, Notting Hill, Fruiters High Court Pet July 3 Ord July 23
THORNTON, HORACE SMITH, Leeds Leeds Pet July 9 Ord July 24
WATTS, HENRY, Bideford, Devon, Saddler Barnstaple Pet July 24 Ord July 25
WELLS, A. E., East Dulwich High Court, Pet May 22 Ord July 23
WEST, FRANK S., South row, North Kensington, Laundry Proprietor High Court Pet July 2 Ord July 23

FIRST MEETINGS.

AUSTIN, EPHRAIM JAMES, Brighton, Stationer Aug 13 at 2.30 Off Rec, 4, Pavilion bldg, Brighton
BUDON, E. & Co, Forest Hill, Kent, Builders Aug 7 at 2.30 Off Rec, 7, Westminster Bridge
CHAPLIN, ROBERT DANIEL, Great Yarmouth, Hay Dealer Aug 8 at 12.30 Off Rec, 8, King st, Norwich
CLARK, EDWARD, Nether House, Derby, Farmer Aug 6 at 11.30 Off Rec, 47, Full st, Derby
DEWNEY, JAMES, Brighton, Coach Builder Aug 13 at 10 Off Rec, 4, Pavilion bldg, Brighton
DEXTER, ESTHER ANN, Morden Hill, Lewisham Aug 6 at 8 182, York rd, Westminster Bridge
DIBLEY, WILLIAM EDWARD, Gillingham, Music Dealer's Agent Aug 17 at 12.15 115, High st, Rochester
DUNCOMBE, JOHN, Handsworth, Cabinet Maker Aug 6 at 12 191, Corporation st, Birmingham
DUNWELL, RICHARD MIDDLETON, Bradford, Markets Superintendent Aug 6 at 11 Off Rec, 13, Duke st, Bradford
FORD, THOMAS, Uttoxeter, Baker's Vanman Aug 6 at 11 Off Rec, 47, Full st, Derby
FRANKS, SAMUEL JOHN, Sketty, St Swansea, Butcher Aug 7 at 11 Off Rec, 31, Alexandra rd, Swansea
GRIFFITHS, W. L., Portsmouth, Lincoln's Inn, Architect Aug 7 at 12 Bankruptcy bldg, Carey st
HARVEY, EDWARD OSWELL, and HARRY PLANT, Brierley Hill, Staffs, Bakers Aug 7 at 11 Off Rec, 190, Wolverhampton st, Dudley
HELOCK, ARTHUR, and CASPAR DIEDERICK HELOCK, Harty Ferry, Faversham, Kent, Manufacturing Chemists Aug 8 at 11.30 Off Rec, 68A, Castle st, Canterbury
HOWELL, JOHN, Maesteg, Glam, Coal Miner Aug 5 at 3 Off Rec, 117, St Mary st, Cardiff
JOHNSON, JOHN, Nettleton Village, Lincs, Labourer Aug 10 at 12 Off Rec, 31, Silver st, Lincoln
KIBBY, FREDERICK WILLIAM, Brighton, Grocer Aug 6 at 12 Off Rec, 4, Pavilion bldg, Brighton
MASCALL, FRANCIS AUGUSTUS, Battersea pk rd, Battersea, Watchmaker Aug 8 at 12 182, York rd, Westminster Bridge

MOLLART, ANTHONY, Starfoot, nr Barnsley, Crate Maker Aug 7 at 10.30 Off Rec, 7, Regent st, Barnsley
PACOR, JEREMIAH, Middlebrough, Labourer Aug 5 at 8.15 Off Rec, Court chambers, Albert rd, Middlebrough
PARKER, HERBERT WILLIAM, Everton, Notis, Innkeeper Aug 10 at 12.30 Off Rec, 31, Silver st, Lincoln
PODURAT, JOHN, Haverly, Birmingham, Spirit Dealer Aug 6 at 11.30 191, Corporation st, Birmingham
PRATT, SARAH, Low Farm, Gillingham, Bingley, Yorks Aug 5 at 3 Off Rec, 12, Duke st, Bradford
ROBERTS, LAURENCE, Cosely, Sedgey, Staffs, Boot Manufacturer Aug 6 at 11 Off Rec, 190, Wolverhampton st, Dudley
ROLLASON, CHARLES ARTHUR, Bescondale rd, Gipsy Hill Aug 6 at 12 Bankruptcy bldg, Carey st
ROPER, BATHURLO, Seething ln, Corn Factor Aug 7 at 11 Bankruptcy bldg, Carey st
RUDDICK, CHARLES, Wigan, Scotch Draper Aug 7 at 3 Off Rec, Byrom st, Manchester
RUDOLPH, HUBERT EDGAR, Walspool, Montgomery, Butcher Aug 6 at 10.30 1, High st, Newtown
SHIPWAY, MAURICE ALFRED, Worcester, Jobmaster Aug 6 at 11 Off Rec, 11, Copenhagen st, Worcester
SIMONS, CHARLES HENRY, Carlisle, Footstret Aug 6 at 10.30 Off Rec, 6, Bond terr, Wakefield
SMOLLAN, BARNETT, Middlebrough, Boot Repairer Aug 5 at 3 Off Rec, Court chambers, Albert rd, Middlebrough
STERRY, DANIEL WILLIAM, Brockworth, Glos, Butcher Aug 8 at 12 Off Rec, Station rd, Gloucester
STORY, JAMES, and ANDREW WHITEHEAD, Portobello rd, Notting Hill, Fruiters Aug 19 at 11 Bankruptcy bldg, Carey st
TATT, SIDNEY, Bridgeton, Cannock, Staffs, Baker Aug 7 at 11.30 George Hotel, Walsall
THORNTON, ALBERT EASTMAN, Birchcliffe Mill, Colne, Lancs, Manufacturers of Fancy Coloured Goods Aug 5 at 11.15 Off Rec, 13, Winkley st, Preston
WARD, WILLIAM, Great Grimsby, Stationer Aug 5 at 11 Off Rec, St Mary's chambers, Great Grimsby
WARR, HENRY WILLIAM, Swansea, Butcher Aug 6 at 11.30 Off Rec, 31, Alexandra rd, Swansea
WELLS, A. E., East Dulwich rd, S.W. Dulwich Aug 7 at 12 Bankruptcy bldg, Carey st
WEST, FRANK S., South row, North Kensington, Laundry Proprietor Aug 6 at 1 Bankruptcy bldg, Carey st

ADJUDICATIONS.

BELT, RICHARD STUBBS, Northallerton, Yorks, Hairdresser Northallerton Pet July 24 Ord July 24
BROODEN, JOHN SILVESTERS, Regent at High Court Pet July 2 Ord July 23
BURTON, G. A. JACKSON, Lewes, Market Gardener Lewes and Eastbourne Pet June 18 Ord July 24
CARTWRIGHT, GEORGE, jun, Derby Derby Pet July 23 Ord July 23
CLUEN, ANN, Burton Leazes, Leicester, Blacksmith Leicester Pet July 23 Ord July 25
COLLETT, HUBERT EDWARD, Hatton Garden, Dealer in Precious Stones High Court Pet July 2 Ord July 23
CRAZE, FRANCIS, Town Farm, Little Missenden, Bucks, Farmer Aylesbury Pet July 25 Ord July 25
CROFT, LOUISA, Derby, Fish Dealer Derby Pet July 23 Ord July 23
DARBOROUGH, WILLIAM HENRY, sen, High rd, Streatham, Greengrocer Wandsworth Pet June 29 Ord July 24
DAVIS, W. H., Defoe rd, Tooting, Boot Dealer Wandsworth Pet June 6 Ord July 24
DEWNEY, JAMES, Brighton, Coach Builder Brighton Pet July 23 Ord July 24
DIBLEY, WILLIAM EDWARD, Gillingham, Music Dealer's Agent Rochester Pet July 23 Ord July 23
DOWDING, ALFRED GEORGE, Reading, Fruiterer Reading Pet July 22 Ord July 22
DUNWELL, RICHARD MIDDLETON, Bradford, Markets Superintendent Bradford Pet July 7 Ord July 24
DYER, WILLIAM, Kingston St Michael, Wilts, Carpenter Bath Pet July 24 Ord July 24
FLORENCE, MARY, Thornton rd, Streatham Hill, Nursing Home Proprietress Wandsworth Pet June 24 Ord July 24
HARVEY, JAMES WHARTE, Llandud, Cycle Dealer Liverpool Pet July 30 Ord July 23
INGRAM, FREDERICK WILLIAM, Oxford, Builder Oxford Pet July 23 Ord July 23
LEAKE, FREDERICK GONPERTZ, Edgbaston, Birmingham, Professor of Music Birmingham Pet July 23 Ord July 23
MARSHALL, JOHN, Moseley, Lancs Ashton under Lyne Pet July 25 Ord July 25
MARTIN, JOHN, jun, Newcastle upon Tyne, Cartwright Newcastle upon Tyne Pet July 24 Ord July 24
MASCALL, WILLIAM HENRY, Stoke Newington, Engineers' Furnisher Edmonton Pet July 24 Ord July 24
MILLER, ISAAC, Hightown, Manchester, General Dealer Manchester Pet July 24 Ord July 24
MURKIN, THOMAS ARTHUR, Highfield, Sale, Cheshire, Clerk Manchester Pet Jan 15 Ord July 24
PRACOR, HENRY, Tankerton on Sea, Kent Canterbury Pet March 17 Ord July 25
PRACOR, ANTHONY FREDERICK, Leicester, General Draper Leicester Pet July 16 Ord July 23
ROPER, GUSTAVUS, Sparkbrook, Birmingham, Metal Plater Birmingham Pet July 7 Ord July 25
RUDDICK, CHARLES, Wigan, Scotch Draper Wigan Pet July 24 Ord July 24
SIMONS, EDWARD, New Brighton, Cheshire, Licensed Victualler Birkhead Pet July 21 Ord July 25
THORNTON, ALBERT EASTMAN, Birchcliffe Mill, Colne, Lancs, Manufacturers of Plain Goods Burnley Pet May 14 Ord July 23
WATTS, HENRY, Bideford, Devon, Saddler Barnstaple Pet July 23 Ord July 25

ADJUDICATIONS ANNULLED.

SCUTT, TOM HOMER, Broadstone, nr Wimborne, Dorset, Member of the Royal College of Surgeons High Court Adjud Feb 3, 1908 Annual July 18, 1908
LATTON, ARTHUR GEORGE WILLIAM, Southsea, Hants, Boot Dealer Portsmouth Adjud Nov 27, 1903 Annual July 8, 1908

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